

**ZB# 86-8**

**Windsor Counseling Group**

**19-4-58**

#86-8

The ~~Windsor~~ Windsor Counseling Group. - Interpretation - Dispute of Line of Demand.

Prelim.

8

3/24/86 - No show

4/14/86 -

Public Hearing:

7/14/86.

Copy of list

8/11/86 -  
Reserved  
Decision

Interpretation -

9/8/86 -

2-4-NC  
Not

## General Receipt

7820

TOWN OF NEW WINDSOR

555 Union Avenue

New Windsor, N. Y. 12550

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Windsor Counseling Group July 7 19 86 \$ 50<sup>00</sup>/<sub>100</sub>

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Zoning board Fee - 86-8

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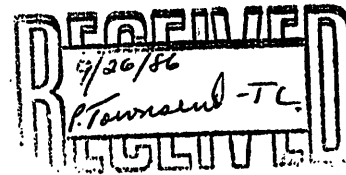
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ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR



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TOWN OF NEW WINDSOR

In the Matter of the Application for  
an Interpretation of

WINDSOR COUNSELING GROUP

DECISION INTERPRETING  
ZONING MAP

#86-6.

-----X

WHEREAS, the applicants, ELAINE ZIMMERMAN, SHARON BELINSKY and SANDRA HERRIES, d/b/a WINDSOR COUNSELING GROUP, a co-partnership with an office located at 196 Quassaick Avenue, New Windsor, New York, owners, have made application before the Zoning Board of Appeals for an Interpretation of the Zoning Map as it effects the premises known as 196 Quassaick Avenue, New Windsor, New York, to determine whether said premises is governed by the regulations for an R-4 zone or an NC (neighborhood commercial) zone; and

WHEREAS, a public hearing was held on the 11th day of August, 1986 at the Town Hall, 555 Union Avenue, New Windsor, N. Y.; and

WHEREAS, the applicant, WINDSOR COUNSELING GROUP, was represented by Alan S. Lipman, Esq. of Fabricant, Lipman & Stern, One Harriman Square, Goshen, N. Y. 10924; and

WHEREAS, the application was opposed by one William Keeler, residing at 192 Quassaick Avenue, New Windsor, N. Y., who proposed to represent nine (9) or so adjacent property owners, Patricia Tomashevski of 4 Doral Drive, New Windsor, N. Y. and Rose Navarra of 1 Doral Drive, New Windsor, N. Y.; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that the district boundary line is approximately 200 ft. east of the subject premises and is construed as approximately following the center line of NYS Highway #94.

3. The evidence shows that the district boundary line which traverses the subject premises in a generally north/south direction is construed to be intended as parallel to NYS Highway #94.

4. The evidence shows that the district boundary line which traverses the subject premises in a generally north/south direction is construed to be 200 ft. back from the right-of-way of NYS Highway #94.



WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law in this matter:

1. The subject premises being known as 196 Quassaick Avenue and also being designated on the tax map of the Town of New Windsor as Section 19, Block 4, Lot 58, is located in an R-4 zone.

NOW, THEREFORE, BE IT

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and the applicant.

Dated: September 22, 1986.

  
Chairman

PUBLIC HEARING BEFORE ZONING BOARD OF APPEALS

Date: August 11, 1986

RE: APPLICATION FOR INTERPRETATION

WINDSOR COUNSELING GROUP

File #86-6

MEMBERS PRESENT: JACK BABCOCK, CHAIRMAN

DANIEL P. KONKOL

JOHN PAGANO

RICHARD FENWICK

JOSEPH SKOPIN

VINCENT BIVONA

MEMBERS ABSENT: JAMES NUGENT, V. CHAIRMAN

ALSO PRESENT: JOSEPH P. RONES, ESQ.

Attorney for ZBA

PATRICIA DELIO, SECRETARY

APPEARANCES:

Alan S. Lipman, Esq.

Attorney for Applicant

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PUBLIC HEARING was called to order by Chairman Jack Babcock. Public hearing was held in the Matter of the Application for an Interpretation of WINDSOR COUNSELING GROUP, 196 Quassaick Avenue, New Windsor, N. Y. 12550.

Mr. Lipman presented the following documentation:

- (1) Applications;
- (2) Affidavit of publication of legal notice;
- (3) List from Assessor's Office containing 39 names and addresses of adjacent property owners;
- (4) 36 return receipts (1 unclaimed);
- (5) Fee in the sum of \$50.00 for interpretation.

Public hearing was recorded on Tapes #155 and #156 on file in Secretary's office. The following is a transcript of same:

Mr. Babcock: The first public hearing is the adjournment from our 7/14/86 meeting concerning Windsor Counseling Group request for an interpretation as to the zoning classification of property located at 196 Quassaick Avenue which is owned by applicant. Present: Alan A. Lipman, Esq., attorney for the applicant.

Mr. Lipman: Mr. Chairman, I have never appeared before you before and I . . before we get started I want to know what the ground rules are. Where, for example, do you have witnesses, swear them in. Where may I sit?

Mr. Babcock: There's nothing unusual, Mr. Lipman. You can call whomever you want up front, here and they can . . . our records are here. Our tapes are here. Our attorney is here and, you can, there is really no ground rules.

Mr. Lipman: Do you administer the oath to the witnesses?

Mr. Babcock: No, Sir. I don't think that's appropriate unless our attorney says otherwise. Before we get started, Mr. Lipman, I would like to pass the pad around. (To the audience) All of you who are here in reference to this first public hearing, would you sign your name and your address, please, for the records. Okay, we have the affidavit of the notice in the paper and we had 36 return receipts from adjacent property owners. Also, I would like to read into the record correspondence from the Orange County Department of Planning and its in reference to the Windsor Counseling Group. (Chairman Babcock read the letter in part). "It is impossible to determine which zone the reference lot is within. We cannot render a decision. There does not seem to be a substantial hardship in this instance to justify the issuance of a use variance. A zone change rather than a use variance is the appropriate means to alter the use of this parcel if such a change is in accordance with this Town's master plan. We remand . . .". It's hard to read this. I apologize. "We remand it back for local determination." This is from Peter Garrison. Okay, Mr. Lipman, you want to proceed.

Mr. Lipman: Mr. Chairman, this is an application basically to interpret your zoning map as it affects the property of the Windsor

Counseling Group which is designated as Section 19, Block 4, Lot 58 on the tax maps in the Town of New Windsor. Just a bit of the history of this site, back in 1983, this, parcel which is now improved, was the subject of an application for a building permit for a single family dwelling. That was back in 1983, February the 8th, a permit was issued pursuant to an application bearing the same date and it is also clear from that application that the applicant at the time . . Haysom and DiLorenzo were their names, indicated that this property was R-4 zoning district. Now, in 1985, my client entered into a contract to purchase this parcel.

Mr. Rones: Excuse me, Mr. Lipman, do we have a copy of that document you just referred to? Do you want to make that a part of the record?

Mr. Lipman: If you will accept these documents from me now, I will. Actually we should begin to number the exhibits. I don't have additional copies of them so when we get finished I would like to copy them. Are there facilities here?

Ms. Delio: I don't know if the machine is in operation at this point. They might have turned it off.

Mr. Lipman: Well, why don't I hand you these one at a time. I am giving you a building permit #2130 dated February 8, '83. That's Applicant's Exhibit #1. An application for a Building Permit bearing the date, February 8, 1983, that will be Applicant's Exhibit #2. (Both submitted to Secretary for marking.) A copy of a contract dated

August 12, 1985 between Haysom, Virginia Haysom the seller and the Windsor Counseling Group as purchaser. Now, some time prior to the closing of title pursuant to that contract, the attorney who represented the purchasers, the applicants here tonight and Stephen Duggan, made inquiries of the various Town officials as to the zone designation of that property and were satisfied at that time that the property was zoned NC, rather than R-4. Based upon that investigation and the results of that investigation, title was closed. The purpose, of course, of the purchase was always to establish a professional office facility for this applicant, Windsor Counseling Group.

Mr. Babcock: May I interrupt you.

Mr. Lipman: Yes.

Mr. Babcock: Where is that documentation of the what the Town officials said?

Mr. Lipman: After the doors of the Group opened, they were served by the Building Inspector with an Order to Remedy Violation, a violation basically related to the zone designation and the use. In an R-4 zone, no commercial building is allowed. There were some other procedural violations but that is the issue before you tonight and here is the Order dated January 30, 1986 issued by John Finnegan, Zoning Inspector.

Mr. Konkol: I would like to see the documentation of the Town Board supposedly gave the . .

Mr. Lipman: I didn't say the Town Board. I said the Town officials.

Mr. Konkol: Which Town officials?

Mr. Pagano: May we see that before we proceed any further.

Mr. Lipman: Here is a letter from Paul V. Cuomo . . Paul V. Cuomo, C U O M O, who in the time frame of that contract . . August of 1985, was the Town Engineer and I will read it to you. It is addressed to Mrs. Elaine Zimmerman, Re: Section 19, Block 4, Lot 58. "Dear Mrs. Zimmerman: This letter is to recount a conversation when I was New Windsor Town Engineer some months ago with a Mr. Steve Duggan, Esq. Mr. Duggan asked me over the phone what the zoning of the above subject property was. I thereupon informed him NC, Neighborhood Commercial, after inspecting the latest zoning map available to me." Signed, Paul V. Cuomo. Now, I have lost count of the exhibits.

Ms. Delio: This is #5 coming up.

Mr. Lipman: . . . which is dated August 6th.

Mr. Babcock: Of this year?

Mr. Lipman: Of this year, 1986.



(Discussion ensued).

Mr. Lipman: What took place in a dialog between him and Mr. Duggan in August of 1985.

Mr. Babcock: Let Mr. Lipman go ahead and finish and we will discuss these.

Mr. Lipman: Because of the procedural requirements of this agency and the Building Department, pursuant to a Notice to Remedy Violation, an application was made for a Building Permit by the applicants. That application was dated March 4, 1986 and it is here and it offered as another exhibit. (Ms. Delio marked as Exhibit #6). On March 5th, which is one day after the application was prepared, it was disapproved by the Building Inspector, Mr. Finnegan. Here is his Notice of Disapproval of the Building Permit Application and I offer it as another exhibit. (Ms. Delio marked as Exhibit #7). Now from this disapproval, this application for an interpretation of the zoning map was made. Now, I have a witness I would like to call, Mr. Manuel Emanuel. Would you come forward, please.

Mr. Lipman: Would you state your full name.

Mr. Emanuel: My first name is Manuel . . M A N U E L. Middle initial, S. Last name is Emanuel. E M A N U E L.

Mr. Lipman: Mr. Emanuel, where do you live?

Mr. Emanuel: I reside at 345 North Midland Avenue, Upper Nyack, New York.

Mr. Lipman: What is your profession?

Mr. Emanuel: I am a community planning consultant.

Mr. Lipman: And, what is the name of the firm which you are associated.

Mr. Emanuel: Actually I am president of the firm of Manuel S. Emanuel Associates, Inc. with offices at 50 Piermont Avenue in Nyack, New York.

Mr. Lipman: How long have you been engaged in your profession?

Mr. Emanuel: I have been practicing planning for approximately 30 to 35 years.

Mr. Lipman: Would you tell the Board about your background . . your educational background . .

Mr. Babcock: Mr. Lipman, I think we all know Mr. Emanuel. I don't think it is necessary to go into his background. I think what is important is what he has to say on that zone. I don't feel . . the Board all knows him. They know who he is. I think we can dispense with his background.

Mr. Lipman: Do you recognize his qualifications?

Mr. Babcock: Yes, Sir. The Board recognizes him. We know who he is.

Mr. Lipman: Mr. Emanuel, would you tell the Board the relationship of your office and you professionally to the currently adopted Zoning Ordinance and Zoning Map of the Town of New Windsor.

Mr. Emanuel: Sure, I will be happy to. Our firm was engaged by the Town of New Windsor in the early and mid 1970's to prepare the Town development plan and Town master plan which was finally adopted in 1974 by the Town Planning Board and as part of that same project, our firm was requested and authorized to prepare a new master . . a new zoning ordinance and a new zoning map based on the master plan. And, in effect, the zoning map that was adopted in May of 1975 was the zoning map that has been in existence for the Town over this period of time with whatever amendments that have been made. During that same period, we did a variety of other planning studies in the Town including the advisory work for the Planning Board and recreation . . a comprehensive recreation study for the Town. But, over a period of approximately 2 or 3 years, we actually studied all of the land use, circulation and other aspects of the Town for the purpose of preparing the Town's master plan which was ultimately adopted by the Planning Board and subsequently the zoning code which was adopted by the Town Board.

Mr. Lipman: Is the zoning map which is now in effect in this township, a map which you prepared?

Mr. Emanuel: Yes, for all practical purposes, with a few minor adjustments. It's essentially the same map that we prepared with updates that I think were changed by another firm.

Mr. Lipman: Are you referring to that map on the board?

Mr. Emanuel: I am referring to the map in your hand.

Mr. Lipman: The one in my hand. On the map that is in my hand, perhaps we should have this marked as an exhibit.

Ms. Delio: What is the date on that map, Mr. Lipman.

Mr. Lipman: It says adopted May 21, 1975, Town of New Windsor Orange County, Base map drawn April 1971 by Orange County Dept. of Planning, revised June 1974 by Manuel S. Emanuel Associates, revisions after January 1978 by Office of the Town Engineer. (Marked as Exhibit #8 by Ms. Delio).

Mr. Babcock: Are you going to use that as a reference?

Mr. Lipman: Yes. Mr. Emanuel, I want to direct your attention to an area of the Town which is on the northwest and southeast sides of Route 94 in the vicinity of Union Avenue, an area which this map reflects as NC zone. Do you recognize that area?

Mr. Emanuel: Yes, I do.

Mr. Lipman: Is that area depicted on this map the same area that you reflected as NC in the vicinity of Route 94 and Union Avenue?

Mr. Emanuel: Yes, it's essentially the same boundary that was drawn just prior to adoption by the Town Board.

Mr. Lipman: You say essentially the same. Is it the same?

Mr. Emanuel: It is the same.

Mr. Lipman: In other words, since this map was prepared by you and revised in June of 1974, there has been no change to the boundaries of that particular NC zone?

Mr. Emanuel: No, there has not.

Mr. Lipman: And, on this particular map, it indicates that the base map as drawn by the Department of Planning, what is meant by the base map?

Mr. Emanuel: The base map refers to the depiction of the Town with its boundaries, the street arrangement and the lot lines and all of the other streams and physical features on the site.

Mr. Lipman: Does it at all relate to the district zoning boundaries?

Mr. Emanuel: No, it does not. It's the . . as the theme implies, it's the base map which was used to put additional data on or other information.

Mr. Lipman: So the base map prepared by the Department of Planning would have contained no district boundaries.

Mr. Emanuel: That is correct.

Mr. Lipman: These district boundaries then are imposed upon the base map exclusively by your office at least in respect to this NC zone on Route 94 and Union Avenue.

Mr. Emanuel: That is correct.

Mr. Lipman: All right. Are you familiar, Manny, with Section 19, Block 4, Lot 58 and I want to be sure there is no error with respect to the tax map number that I am using here. Somehow I have a feeling that one of the digits is different. (Pause). No, they are all the same.

Mr. Emanuel: Would you repeat the question.

Mr. Lipman: I think I asked you whether you were familiar with Section 19, Block 4, Lot 58.

Mr. Emanuel: Yes, I am.

Mr. Lipman: Would you like to describe it.

Mr. Emanuel: Yes. The parcel which you just mentioned is a rectangular parcel of land, actually situated on a right-of-way which is approximately 200 ft. westward of Route 94. The parcel itself is approximately 80 ft. by about 100 or 120 ft.

Mr. Lipman: Now, are there improvements located on that property?

Mr. Emanuel: Yes, there is a . . . what appears to be a building which was originally built as a single-family dwelling.

Mr. Lipman: Now occupied by the applicants.

Mr. Emanuel: Yes, it is.

Mr. Lipman: Now, at my request, did you investigate that site in relation to the zoning classification for the site as provided by the map of the Town of New Windsor, the zoning map, which is our Exhibit .

Ms. Delio: #8.

Mr. Lipman: Number 8?

Mr. Emanuel: Yes, at your request, we actually reexamined the original line that was drawn on the map as I indicated we had prepared

and we actually superimposed the configuration, the literal configuration, of that zone line for this particular quadrant, including the properties that the application is for as well as properties immediately abutting it and to the north and south.

Mr. Lipman: Did you come to a conclusion with respect to the zone classification of such a site?

Mr. Emanuel: Yes, we did.

Mr. Lipman: What was that?

Mr. Emanuel: The boundary for the NC zone is depicted on that map as running down the center line of Route 9W, across the center line of Doral Drive . . across the center line of 94 . . across Doral Drive and down the . . in effect . . what constitutes the westerly side of the property in question, back to Union Avenue.

Mr. Lipman: In what zone did you conclude this property is located?

Mr. Emanuel: Well, the only conclusion that we can come to is that the original intent and the current zoning of that property is that the property is actually in the NC zone.

Mr. Lipman: As distinguished from the R-4 which is the bordering zoning district.



Mr. Emanuel: That is correct.

Mr. Lipman: Now, would you tell the Board how you came to that conclusion.

Mr. Emanuel: Yes. We have a map which I indicated and drew which actually shows a depiction, a literal depiction of the zone which in effect on that particular map which you cited as Exhibit A . . .

Mr. Lipman: That map is Exhibit 8.

Mr. Emanuel: Eight. I'm sorry . . scales approximately 100 ft. wide and so we literally took that zone line and drew it on this overlay which we placed over the tax map section I indicated. And, the line with reference to this piece of property runs essentially north/northwest across the property which would indicate that either the entire property is in the zone or virtually all of the property is in the zone.

Mr. Lipman: This zone . . you mean the NC zone.

Mr. Emanuel: In the NC zone. And, I will be happy to go show this to the Board.

Mr. Babcock: Would you tell us the percentage of the property that you consider is in the NC zone and what is in the R-4 zone.

Mr. Konkol: Is the dwelling in the NC zone or the R-4 zone?

Mr. Emanuel: I would say the dwelling is in the NC zone.

Mr. Konkol: All of it?

Mr. Emanuel: All of it, yes. For all practical purposes, the center line of the boundary line which I described, having placed on this overlay, runs diagonally across the property and for all practical purposes, would touch the northwest corner of the property and so if you took that line and trisected the . . bisected the line, the boundary line itself, virtually all of the property . . I would say about 70% of the property would be in the NC zone and for all practical purposes, the building itself would be in the NC zone.

Mr. Rones: Would you show us what you've got there. What you did.

Mr. Emanuel: Yes, I will be happy to.

Mr. Babcock: Now, I hear you on the application of that . . the 200 ft. in reference comes from the . .

Mr. Emanuel: . . from the side of the road.

Mr. Babcock: . . . the property line, not the center of the highway as you are stating.

Mr. Konkol: Looking here, at this point here, the pin is at 200 ft. from this point which is not the center of the highway.

Mr. Babcock: I think this is what is very important to us.

Mr. Konkol: That's the property line on the corner of the road not the center of the road.

Mr. Emanuel: Can I show you this . .

Mr. Konkol: Yes, I know, we will look at your diagram but I want you to look at this. I believe it's a certified as correct by Zimmerman Engineering and its showing from the side of the road, the 200 ft., not the center of the road.

Mr. Lipman: Which 200 ft. dimension are you referring to?

Mr. Konkol: We are referring to the 200 ft. width of the property.

Mr. Emanuel: The width itself of the property is 80 ft., not 200 ft.

Mr. Konkol: Well, I'm talking about the front 200 ft. before we get back . .

Mr. Babcock: You are talking about depth, Danny.

Mr. Konkol: Okay, depth.

Mr. Emanuel: The depth of the property is 200 ft.

Mr. Konkol: If we come down here, we've got 200 ft. here, Jack. And I am wondering about this overlay . . I am talking about this overlay . .

Mr. Emanuel: You are talking about this property fronting on Route 94. Yes.

Mr. Babcock: . . because it's 200 ft. back from that line. That's important to us.

Mr. Konkol: . . the center line, according to the book that you supposedly wrote.

Mr. Lipman: Can we stop for a minute. I think we've got some confusion of the 200 ft. dimension.

(Discussion ensued).

Mr. Babcock: (Directed to Attorney Rones) Well, Danny was going to reference that Section which you have written out with reference to the 200 ft. Where did that determination come from?

Mr. Rones: You mean 48-6 - Sub. C, unless otherwise shown, all district boundaries running parallel to streets shall be construed to

be 200 ft. back from the rights of way of said streets. Is that what you are referring to?

Mr. Babcock: Yes.

Mr. Lipman: I am going to be going through each of those subsections, asking Mr. Emanuel to interpret them and whether they apply to this parcel. Let's start with that . .

Mr. Rones: It's the Board's interpretation, not Mr. Emanuel's interpretation that is really relevant. We would like to find out what facts that he has to present to us.

Mr. Lipman: He's going to be testifying with respect to his own interpretation. He can't speak for the Board.

Mr. Babcock: I think that's an important number where that line is being established from. Center of Quassaick Avenue or 94 or from that property line.

Mr. Emanuel: Well, with all due respect to the Board, that has no application to this particular issue.

Mr. Babcock: It most certainly does.

Mr. Emanuel: May I make my . . may I . .

Mr. Babcock: Yes, go ahead. Finish.

Mr. Emanuel: . . because the line that we illustrated as being the zoning boundary line is not parallel to Route 94 in this case so you that in effect you can't use that rule.

Mr. Babcock: Why isn't it?

Mr. Konkol: I don't understand. Here you are showing 94. You used the wide pen whenever you drew this.

Mr. Emanuel: That's right.

Mr. Konkol: Okay, this is 94 so to be theoretical, we have to take the middle of that line which would be the center of 94.

Mr. Emanuel: Yes, for that particular boundary, but not for the other boundary.

Mr. Konkol: Okay, but we have to go due west. Now, how many feet do we have from there?

Mr. Emanuel: If I may just finish my explanation perhaps you might see what I'm referring to. There's no question about the fact that the boundary that you . .

Mr. Konkol: Are you taking it from the back line?

Mr. Emanuel: I'm taking it from the property line. I'm indicating that that's the way the line was drawn. We . . let me just

back up one point. We normally, where possible, for a zoning boundary it's either along the center line of the streets or along the property lines. Now, what we have done in this case is to indicate that, for all practical purposes, the lines of this particular boundary as they address the boundary of the NC property, are either drawn along the center line of the streets that abut the property that is involved or along the property line, for all practical purposes. And, so the rule, the 200 ft. rule which you are reciting doesn't apply in this case.

Mr. Konkol: Mr. Chairman, I think we are beating a dead horse here. The map clearly shows the line at the center of 94 and the book says from 200 ft. back as quoted by our attorney.

Mr. Rones: Well, Mr. Emanuel, these construction rules that you are mentioning now, did you set them forth in the ordinance that you wrote?

Mr. Emanuel: Construction rules are generally cited in the ordinance and they are . .

Mr. Rones: I mean the rule that you just mentioned about where the lines run from. The distances whether they run from the center line or . .

Mr. Emanuel: No. Run through, not from. In the first instance, the first rule is cited in the first rule in that particular section

where it speaks of the center line of streets. Railroad, streams and other things, and other similar physical features.

Mr. Rones: Okay. So, that is where the district boundaries are indicated as approximately following the center lines of streets.

Mr. Emanuel: Right.

Mr. Fenwick: I can see what he is saying. He's got a wide line that crosses . . am I correct in assuming that that wide line crosses directly over the piece of property and the line itself is encompassing the property and is underneath that wide line.

Mr. Emanuel: Yes, if I may have had liberty to show you this diagram, I think you may see what I am referring to. It has no bearing . . if I may have this . . this is the underlying section is the section of the tax map. It shows the various properties that are involved. The property of the applicant is property No. 1. Now, this is the literal translation of that zoning line. That's the scale of the zoning map. This particular line which follows the center line of 94 is the fact coincident for that street. Now, this is the center line of Union Avenue. It's coincident with that street. Now, this is the center line of Doral Court . . or Doral Drive. This is coincident with that street. All of the other lines are in effect intended to follow the property lines that are protected. And that is the intent and that is the normal practice, fairly practice when drawing zoning maps. And, so what I have done in addition to that is to take a figurative interpretation of that zoning district and that's



really what it should looked like if you were drawing a thin pencil line.

Mr. Babcock: Let's see the map.

(Discussion ensued upon reviewing the map submitted).

Mr. Fenwick: Can I ask you this. In reference to the 200 ft., does the 200 ft. mean that this dark line and the road going down in the middle, you mean on this side of it there is also 200 ft.

Mr. Emanuel: No, because there is no NC line from this place, there is no NC zone. If . .

Mr. Fenwick: Yes, but isn't this an NC . .

Mr. Emanuel: This is R-4.

Mr. Fenwick: That's R-4 over there.

Mr. Emanuel: Yes. The only NC areas are the two areas that are bounded in the heavy line. Now, in this instance, for example, these lines actually follow property lines so that the rule . . the 200 ft. rule, couldn't apply.

Mr. Fenwick: The only trouble I am having is understanding what the 200 ft. rule means.

Mr. Emanuel: The 200 ft. rule only applies in cases where the line is parallel and equidistant to the center line of the street.

Mr. Lipman: Can I get my two cents in here. If there had been constructed here a line parallel to this line and cut across the property lines, it would have been automatically fixed by this language as . . at 200 ft. from the road but that is not what this situation is.

Mr. Emanuel: The mere indication of the configuration of the line would indicate that it was never intended to be parallel.

Mr. Lipman: It's a broken line.

Mr. Pagano: Why would you put something in there like that? Why is something like that there?

Mr. Emanuel: The derivation in that area goes back to the discussions that took place between the Planning Board and the Town Board and ourselves. I went back to my records and I dug out all of the old maps that we worked on and the preliminary proposals were in some fashion, some are different than they finally adopted. There were changes made during the course of the discussion and subsequent determination was made between the Planning Board and the Town Board and we were instructed to draw the line in a certain fashion and that's basically what took place. I can show you maps that go back and the history of this project which indicate that lines were drawn differently. In fact, at one point only the southeast quadrant of

that intersection was placed in the neighborhood commercial zone. Subsequently there was an adjustment made so that the northwest quadrant as well as the southeast quadrant was to be placed in that boundary. And so that essentially is where we stand now.

Mr. Pagano: The part that I am having a hard time just coming to a conclusion or evaluating this, we have a piece of property that's off a right-of-way and suddenly as a strike of a bolt of lightning, is considered a commercial piece in an R-4 zone. I could understand along 94. This is no problem. But the minute you say, hey, we are going to take a little right-of-way and we are going to put a commercial piece in here, this here looks like something that was done, you know, arbitrary or for some specific purpose. It just wasn't zoned . .

Mr. Emanuel: I think that's a good question. I think that's a good question and I can answer it. I'll just take a look at my diagrams and help you. If you look at the way these properties lie in the R-4 zone, there is a clearly cohesive grouping of these properties right around this road and right around the right-of-way. This may be a small parcel which is off the right-of-way but its related to this L shaped parcel which is actually the restaurant parcel. And, its directly across from the restaurant parcel so that this is all restaurant parking and in a commercial use and so, for all practical purposes, what you have here is an office use in this corner, you have an office and service use here, you have a restaurant and service use here and all of this is essentially one entity.

Mr. Babcock: This is facing 94?

Mr. Emanuel: That's right.

Mr. Babcock: This is facing 94?

Mr. Emanuel: That's right.

Mr. Babcock: The restaurant is on 94. This is on a private road. A right-of-way, it's not even a road.

Mr. Pagano: I can't . . you know, knowing your credentials, it doesn't figure. It does not fall into place with logic. It's in a logical piece that just doesn't belong in that area.

Mr. Emanuel: There were decisions made along the way by a variety of people who were working on these projects.

(Someone requested that Mr. Emanuel speak louder).

Mr. Emanuel: There were decisions made along the way in the course of drawing these lines and I think that this is what we were instructed to do at the time. The rationale, I looked at the area again before coming up here and . . just a few days ago. It would seem to me that there is a reasonable rationale, even though this is off the right-of-way, you do have property which is immediately behind the commercial piece here, its relatively narrow and its directly

opposite a commercial parking lot even though that may be . . not that commercial parking lot doesn't specifically front directly on 94.

Mr. Konkol: At this rate, what's to prevent this from becoming commercial (pointing to map), this from becoming commercial . . I mean, where is the end to this?

Mr. Emanuel: There's an end essentially along these lines right here.

Mr. Konkol: What I don't understand is . .

Mr. Emanuel: We are not dealing with that . .

Mr. Konkol: Let's go back to the time when it was zoned R-4, the original builder who built the dwelling, built it as a residence and he was sharp as nails, this particular individual, and had he could built it for commercial, he would have done it and he didn't do it. He built it as a dwelling. It was sold as a dwelling, R-4, and now we are into this mess that a commercial entity is here. I think at this point, like I say Mr. Chairman, we are here for an interpretation. We could be here all night.

Mr. Babcock: Okay, Mr. Lipman, I'm going to ask if you have anything else that you would like to add to the hearing.

Mr. Lipman: I certainly do.

Mr. Babcock: Then, I think we should proceed.

Mr. Lipman: I hope you are not telling me that I have a time limit.

Mr. Babcock: No, I'm not telling you that you have a time limit. I would just like to move along. We have other people waiting.

Mr. Lipman: That's fine. Mr. Emanuel, have you seen this survey I am handing you?

Mr. Emanuel: Yes, I have.

Mr. Lipman: It's a survey prepared by Zimmerman Engineering?

Mr. Emanuel: . . of the . . survey of the property in question, yes.

Mr. Lipman: And, do you recognize the area on that survey that is encompassed by two red lines that are 100 ft. apart on that survey?

Mr. Emanuel: Yes, I do.

Mr. Lipman: First, let us have this marked as Exhibit . . what are we up to now?

Ms. Delio: This is number 9. Is it your intention, the tax map with the overlay, were you going to present that as an exhibit?

Mr. Lipman: I think we should.

Ms. Delio: Do you want to . . since you were talking about that before this, do you want to . .

Mr. Lipman: Make that number 9?

Ms. Delio: Yes.

Mr. Lipman: We will make that number 10.

(Ms. Delio marked the tax map with overlay as Applicant's Exhibit #9 and Zimmerman survey as Applicant's Exhibit #10).

Mr. Lipman: Now, with respect to Exhibit #10, tell us what the 100 ft. area indicated by two red lines, what does that reflect?

Mr. Emanuel: Well, that reflects the approximate width of the zoning boundary line as represented on the zoning map.

Mr. Lipman: As it crosses this property?

Mr. Emanuel: Yes.

Mr. Lipman: Is it clear to you that there is some part of this property that is beyond that zoning district line on the side of NC? That would be the southeast side of the property. In other words, beyond the entire line of the district.

Mr. Emanuel: Yes, according to this diagram, the northeast or easterly part of the property would be beyond the boundary.

Mr. Lipman: And, your fairest interpretation of that zoning district line which you indicate is drawn on a scale of about 100 ft. Or width of about 100 ft. Where would the line itself be?

Mr. Emanuel: My fairest interpretation would be down the center line of the lot.

Mr. Lipman: Is that reflected on this map, also? Is there a line down the center of that 100 ft. spot?

Mr. Emanuel: Yes, there is a red line bysecting the 100 ft. dimension.

Mr. Lipman: And, is there a legend on that line?

Mr. Emanuel: There is a band of red of approximate . . I'm sorry . .

Mr. Lipman: . . Legend on the line . .

Mr. Emanuel: The legend indicates center line of the zone line as interpreted by Mr. Zimmerman.



Mr. Lipman: What does that . . . does that line run through the building? The center line of the zone line, does it run through the building?

Mr. Emanuel: It runs through the westerly sector of the building.

Mr. Lipman: So that part of the building . . . is that where the line itself would be in the NC zone and part of it would be in the R-4 zone?

Mr. Emanuel: That is correct.

Mr. Lipman: Now, in your zoning ordinance, you were dealing earlier with, Section 48-6 and I want to direct your attention to Subdivisions A through F. I want to ask you that these subsections are the rules are the interpretation of the zoning map, are they not?

Mr. Emanuel: Yes, they were set forth in the original ordinance.

Mr. Lipman: And, is Subdivision A a question that is before the Board?

Mr. Emanuel: About this particular parcel?

Mr. Lipman: Yes.

Mr. Emanuel: No.

Mr. Lipman: Is Subdivision B?

Mr. Emanuel: No.

Mr. Lipman: Now, Subdivision C seems to have caused some concern on some of the Board's members part. Would you read that section, literally aloud.

Mr. Emanuel: C?

Mr. Lipman: Yes.

Mr. Emanuel: It says that unless otherwise shown, all district boundaries running parallel to streets shall be construed to be 200 ft. back from the rights of way of said streets.

Mr. Lipman: All right. Now, the district boundary that is at issue here, the boundary between the NC zone and R-4 zone which is on the northwest side of Route 94 and the northwest side of the NC district. Is that a boundary which runs parallel to any street?

Mr. Emanuel: No, it is shown as running diagonally across the property.

Mr. Lipman: Does Section C have any application to this question?

Mr. Emanuel: In my opinion, Section C does not apply in this case.

Mr. Lipman: What about Section D? Would you read that aloud.

Mr. Emanuel: Section D reads as follows: "In all cases where a district boundary divides a lot in one ownership and more than 50% of the area of such lot lies in the less restricted district, the regulations prescribed by this local law in the less restricted district shall apply to such portion of the more restricted portion of said lot which lies within 30 ft. of such district boundary. For purposes of this section, the more restricted district shall be deemed that district subject to regulations which prohibit the use intended to be made of said lot or which require higher standards with respect to coverage, yards, screening, landscaping and similar requirements."

Mr. Lipman: Is this heavy line, is this the zone line?

Mr. Emanuel: The center line would be the heaviest.

Mr. Lipman: The center line?

Mr. Emanuel: That's correct.

Mr. Konkol: Well, according to this, if you take that off you will find that more of the property is in the non-restricted . . in the restricted area. More of it is in the R-4 zone than it is in the NC zone. You can see that with the common eye.

Mr. Lipman: Sir, I don't know what your opinion is . .

Mr. Konkol: If this is referred to as a commercial zone, look at all this piece over here.

Mr. Lipman: You are using the wrong lines.

Mr. Konkol: You've got lines for lines here. I wish you would define this. I just asked you to . .

Mr. Lipman: This line is the center line of the zone line. This red line.

Mr. Konkol: All right, so if this is the center line, this here area is the property in question. There is more of this property over on this side.

Mr. Lipman: This is the NC zone.

Mr. Konkol: Over here.

Mr. Lipman: No, here.

Mr. Emanuel: Its the other way.

Mr. Konkol: The other way around?

Mr. Emanuel: The other way around.

Mr. Emanuel: Well, the effect of this section . .

(Discussion ensued).

Mr. Konkol: Well, I don't see how you define this line over here.

Mr. Lipman: Mr. Emanuel, referring to Exhibit 10, the Applicant's Exhibit #10, which part of this parcel is in the NC and which part is in the R-4 as you face this.

Mr. Emanuel: I can mark this.

Mr. Lipman: Yes, you can mark it. As you face this Exhibit 10, to the left of the R-4 and to the right of the NC.

Mr. Emanuel: That is correct.

Mr. Lipman: Is it clear to you as to whether or not more than half of this parcel is in either R-4 or NC?

Mr. Emanuel: It's clear from the diagram that more than half is in the NC zone.

Mr. Lipman: And, which zone is the less restricted and which is the more restricted?

Mr. Emanuel: The NC is the less restrictive as compared to the R-4.

Mr. Lipman: Define Subsection D in Section 48-6, what does that produce for us?

Mr. Emanuel: Well, the literal interpretation of Section of paragraph D would mean that you could take advantage of another 30 ft., probably the boundary of the NC and R-4 and utilize that for the less restrictive . . would be the NC zone in this case.

Mr. Lipman: Is it fair to say that the district boundary is by that subdivision moved an additional 30 ft. into the R-4 zone for this parcel?

Mr. Emanuel: That is correct.

Mr. Lipman: Is it fair, then, for you to mark the area which is highlighted in red as part of the NC zone?

Mr. Emanuel: The answer is yes. It would be fair to take advantage of this particular section.

Mr. Lipman: The highlighted area . . the area that is highlighted in red or colored in red, is that reflective of the additional 30 ft. that that subdivision requires?

Mr. Emanuel: Yes, it is.

Mr. Lipman: Would you so mark it.

(So marked.)

Mr. Lipman: And, now, is the district boundary beyond the limits of the structure on the premises?

Mr. Emanuel: Based on that interpretation, the district boundary would fall entirely to the west of the structure.

Mr. Lipman: The structure would then be entirely in the NC zone?

Mr. Emanuel: That is correct.

Mr. Lipman: And, when you were asked about 20 minutes ago, was the district boundary which left the structure entirely in the NC zone, had you intended to apply that particular subsection before you answered the question?

Mr. Emanuel: Well, we were taking advantage of all of the provisions of the ordinance.

Mr. Lipman: Were you applying the language of the ordinance from off the map.

Mr. Emanuel: That is correct.

Mr. Lipman: Now, do the provisions of Subdivision E of that section apply?

Mr. Emanuel: I would say, to some extent, it does. Would you like me to read it?

Mr. Lipman: Yes.

Mr. Emanuel: Section . . Subsection E reads as follows: "In all cases where a district boundary line is located not farther than fifteen (15) feet away from a lot line of record, such boundary line shall be construed to coincide with such lot line."

Mr. Lipman: Is there some reason for you to extend the district boundary of the NC further into the R-4 pursuant to that subsection?

Mr. Emanuel: Well, if you took that interpretation literally then you would take the lower southeast . . southwest quadrangle . . triangle rather of the parcel which would fall out of the original interpretation and that would be in this particular provision.

Mr. Lipman: And everything west then of the shaded area, the red shaded area, on the lower half of this survey would be NC as well?

Mr. Emanuel: That is correct.

Mr. Lipman: Would you so mark it.



(So marked.)

Mr. Lipman: So, now, everything that is northwest of the structure, between it and the boundary line, is literally NC. Is that correct?

Mr. Emanuel: That is correct based on the interpretation of those sections.

Mr. Lipman: All right. Now, what about Subdivision F, does it have application to this?

Mr. Emanuel: I would say it does not.

Mr. Lipman: All right. Once again, referring to Exhibit 10, the survey, is the depiction of the district, the zoning district boundary, fair and accurate in your opinion, as it overlays this site?

Mr. Emanuel: Yes, it is. As I indicated by our own sketch and the work which has been done by Mr. Zimmerman, yes.

Mr. Lipman: And, is this sketch then entirely consistent with your own that was submitted as Exhibit 9?

Mr. Emanuel: Yes, it is.

Mr. Lipman: Is there anything you want to add?

Mr. Emanuel: I don't believe so.

Mr. Babcock: Are there any questions by the members of the Board of Mr. Emanuel.

Mr. Pagano: Mr. Emanuel, again, I would state that I am having a hard time relating to your present or your past and probably your present accuracies of things that were done. Why in the world would you have used a paint brush or a roller to go through this thing and allow so many interpretations to be allowed. Now, this property is there now when this zoning was established and, certainly, we find that this boundary, the zoning was created with a roller instead of a sharp point pencil. Why didn't you follow the boundary line of these properties specifically so that the properties would be predetermined at a future date as to what zone they lie in? They were there and I just can't understand why this, you know, allowing this to happen here.

Mr. Emanuel: When . . you have to remember that this scale . . the map was drawn to scale a thousand feet to the inch to begin with. And I think what we were trying to show is the general intent of the zoning law. What we generally do is draw most of our zoning maps with a fairly prominent line so that it is visible and one can read it without any difficulty. What we usually do, and I think what was done . . I think it was intended to be done in this case that there is usually a record set of maps that is kept which translates those lines onto tax map plots so that we have a record set which, in effect, coincides with the larger scale map. I don't know whether that was

done in this case and I don't believe it was done because I don't see any evidence of it.

Mr. Pagano: You kept using it from my interpretation and because of this so called paint roller description of this property, there's an interpretation here. It could be interpreted that you interpret it or meant to be R-4 or you could have meant it to be in the NC. I mean, it could have been meant to go either way. Now it falls into our jurisdiction now as to what we want to do because there is no clear definition as to what you wanted to do. I haven't heard you once say that you specifically wanted that property to be in that zone. You interpreted what's happened because of the failure to do it right the first time, in my opinion, at first time and now it is our problem to determine what it is going to be.

Mr. Emanuel: I don't think that is quite the case because what we tried to show you is what we think is a fair interpretation of where that line is based on the configuration of the properties and the depiction on the map and in effect it doesn't contradict any good zoning practice by drawing the line in that respect.

Mr. Pagano: I agree, but . . the interpretation has been left open for interpretation.

Mr. Emanuel: Well, I don't believe . . I don't agree with that statement.

Mr. Pagano: You could have gone in there with a sharp pencil. It was your opportunity at the time to draw a sharp line and say "that is the property and it ends here." You already established the fact that you are using property lines to use it for measurements and yet you are allowing a roller to go through there.

Mr. Emanuel: Sharp lines came earlier. The depiction of the properties in that area were on the land use map and the land use plan in effect showed that both areas which were encompassed in the NC zone in a business use as intended to be used. We went through our records and we went through everything we could find, the land use plan, etc. all of the information that we could generate, this has to be about 10 years ago, and it would seem to us that a fair representation . .

Mr. Pagano: There is nothing specific. There is nothing in your notes which said specifically this piece of property is to be just what you claim it to be here.

Mr. Lipman: I don't think that is a fair summary of what was said. I think that . .

Mr. Pagano: He's going through his notes. His notes don't say its going to be one thing or another. His notes just say that he looked at this thing and said its his interpretation and that's what we are involved with here. I don't think that is what he said. There's a lot of I don't thinks and maybes and could bes but nobody has come up with any conclusive thing that said that this is what it is supposed to be.

Mr. Babcock: All right, John, that is what we are going to decide.

Mr. Emanuel: Well, I think what we are saying and have said all along is that it is a fair interpretation for that line based on the location of that property and the way it was used at the time the plan was generated. And, that is essentially . . . nothing in retrospect. One thing is that the juxtaposition of the properties or the lines as it now appears on the zoning map, I wouldn't necessarily contradict that. I don't see any justification for contradicting that. That's exactly what I said.

Mr. Lipman: From your professional point of view and the map, is there any issue as to the interpretation that has been given to that line and the zone classification of this parcel. Are there issues that require interpretation?

Mr. Emanuel: I don't think so. The only issue as we have noted is the translation of the interpretation is with respect to the boundary line. How much of the property is actually encompassed within the zone. That's really the only issue pending. I don't see any issue with respect to the intent or the basic inclusion of that property in the NC zone.

Mr. Pagano: So you drew that map in other words so that it could be interpreted either way. This was done specifically . . .

Mr. Emanuel: No, I didn't say that. I didn't do that.

Mr. Pagano: I don't know what you are saying then.

Mr. Babcock: Look, John . .

Mr. Lipman: What he is saying is that there is no question. The interpretation it must be given is that the parcel is zoned NC. That is what you said?

Mr. Emanuel: That's exactly what I said.

Mr. Lipman: That's what he is saying. He's saying, I believe, that more than half of this parcel is clearly in the NC zone and that gives rise to the inclusion of an additional 30 ft. by Section 48-6, Subdivision D, and when you apply Subdivision E, you get an additional triangle at the front of the parcel which is also mandatorily in the NC zone. Not really subject to interpretation.

(Loud discussion ensued).

Mr. Rones: Mr. Emanuel, on the . . across the street of Route 94, did you intend when you drew the line to have some of the property on the other side of Route 94, be in the NC zone or was that supposed to be in an R-4 zone.

Mr. Emanuel: No, I think the intent at that time was to have the line coincide with the center line of 94.

Mr. Rones: But, it didn't do that on the map, is that right?

Mr. Emanuel: Well, the line swings diagonally down 94 and if you take the center line of that line, and for all practical purposes, it would follow the center line of 94.

Mr. Fenwick: Yes, but it doesn't.

Mr. Rones: On your overlay it doesn't do that. I see it runs off here as it gets toward section 20 on the tax map, it runs off into that for some feet.

Mr. Emanuel: But, the right-of-way of 94 is not exact as you can see from the tax map.

Mr. Babcock: Look at the zoning map.

Mr. Emanuel: Yes, it varies quite a bit.

(Discussion of map ensued.)

Mr. Rones: Now, when you referred to your notes that you reviewed, do you have any notes as to what the intent was with respect to this particular parcel?

Mr. Emanuel: Specifically?

Mr. Rones: Yes.

Mr. Emanuel: No. I do have notes as to the general configuration of the area itself but not for that particular parcels.

Mr. Rones: The general configuration of that area?

Mr. Emanuel: Yes, I have the record of when the change took place in our translation of maps. In other words I can tell you which map was prepared, when and what it showed and what map came subsequently and what that map shows.

Mr. Rones: Do you have a note with respect to the lot that you labeled one on your . . on the overlay here, on Exhibit 9?

Mr. Emanuel: Specifically with that part, no more so than any other parcels?

Mr. Rones: Right.

Mr. Emanuel: No.

Mr. Rones: Would your opinion be any different if the line for the boundary were some place other than what has been drawn as the center line on Exhibit 10?

Mr. Emanuel: I'm not sure what you mean.

Mr. Rones: If the line which has been depicted as the center line were here (pointing to overlay) for example, would your opinion



be different as to whether it was . . the property was in an R-4 zone or an NC zone?

Mr. Emanuel: It might be different, yes.

Mr. Rones: Well, let's say for argument sake that the easterly line, what is shown as the easterly boundary of the line, this line (pointing to overlay) that I am marking with an "x" right now, if that were the district boundary, would that effect your opinion as to whether this was in an R-4 or an NC zone?

Mr. Emanuel: Yes, it would.

Mr. Rones: And, what would your opinion be as to the zoning of that parcel if the line marked with an "X" were the district boundary?

Mr. Lipman: Which side of the line was which?

Mr. Emanuel: You are talking about that being the center line of the . .

Mr. Rones: Of that being the line . . the boundary line.

Mr. Emanuel: That being the specific line?

Mr. Rones: Right.

Mr. Emanuel: If that were the specific line then I think the conclusion would be that the property would not be in the NC zone. That's not what we are testifying to.

Mr. Rones: I understand.

Mr. Lipman: Mr. Emanuel, I want to ask you one or two more questions, simple questions. Number one, when you came to the conclusion this was zoned NC, on the basis of uses in that area which existed at the time, the map was prepared by you depicting the restaurant use, did you come to the conclusion that this parcel, one which is owned by the Applicant, was intended to be zoned NC and the land uses which were adjacent . .

Mr. Emanuel: At the time the line was originally drawn?

Mr. Lipman: Yes.

Mr. Emanuel: Yes, of course.

Mr. Lipman: What use is it that you refer to?

Mr. Emanuel: I am referring to the uses immediately opposite the parcel . . the restaurant use . . the parking area for the restaurant use and also the one diagonal use opposite the parcel which is the offices.

Mr. Lipman: Did you also come to that conclusion right after the property was zoned NC as a consequence to exactly locating the existing boundary as it applies to this philosophy?

Mr. Emanuel: Yes, as I indicated in the remarks earlier, we actually went back and redrew the map that we had originally had drawn up to zoning scale.

Mr. Lipman: And that leads you to the conclusion that the district boundary falls in such a location that much more than the majority of this parcel is in the NC zone.

Mr. Emanuel: Absolutely.

Mr. Lipman: I don't have any further questions.

Mr. Babcock: All right. Do any other members of the Board have anything? Richie, do you have anything more?

Mr. Fenwick: No. I'd rather open it up to the public right now.

Mr. Babcock: Vince?

Mr. Bivona: No. Open it up to the public.

Mr. Babcock: Okay. What I will do right now is open the hearing up to the public. Please stand, give your name and your address. Try not to be repititious. Yes?

Mr. Keeler: Thank you, Mr. Chairman.

Mr. Babcock: Yes, Sir.

Mr. Keeler: Bill Keeler, 192 Quassaick Avenue. I would like to give this to the Board. There are several of the neighbors in the area who could not be here tonight who did authorize me under notarized signatures to speak for them. We are somewhat lucky . .

Mr. Babcock: Would you let me read this.

Mr. Keeler: Okay.

Mr. Babcock: Dated August 9th, 1986. Dear Members of the Town of New Windsor Zoning Board of Appeals. We the undersigned are very upset that New Windsor Counseling Service, located at 194B Quassaick Avenue, has moved into a residential area without any notice to us that it would be doing so. We are unable to attend your meeting of August 11, 1986 due to prior commitments and therefore name William Keeler as our spokesman. We will stand behind his statements, one and all. Thank you for your help in this matter. Sincerely and there is one, two, three, four, five, six, seven, eight, nine. If you would like, I shall read it into the record. The names are: Catherine Plumstead, Philip Mascioli, Sr., Rose Navarra, Vincent, I'm sorry I can't read this . .

Mr. Keeler: Circio.

Mr. Babcock: Circio? Christine Circio, Saunder Parsons, Reginald Parson, Adam Weisblatt and Eileen Keeler. And the notary public here, sworn to before me this 9th day of August, 1986. Kathleen Nugent, notary public.

(Document received and filed as part of record by Secretary).

Mr. Keeler: I think, basically, the message says what we feel, that we do object to it. I realize Mr. Lipman has laid a fine case before the committee tonight, I do, however, object to the fact that our Town Engineer, being considered a town official, I feel he is a town employee, that's my own personal opinion that his opinion should not make any reference to what someone does. However, there are a couple of other instances and circumstances that we do not approve of. It is a right-of-way. It is a 20 ft. right-of-way with a full 40 ft. street if the owner of the roadway so desires to do. The parking area is within that 40 ft. area, the cars do park in the middle of the driveway which does require that you go over into Mr. O'Mara's parking lot. Mr. O'Mara's parking lot is used by patrons of the service of they do not have permission to use it. We have had one animal hit by patrons who do not know where they are going and coming up onto our property at night, particularly on a Thursday evening when they are open for a later counseling service. We have had children up there about four weeks ago, one of my dogs nipped, they are chained, it is a private area, I took them back down. But, you know, I just warned them, don't come up. This is neither here nor there. This could happen to any neighbor whose child who might come out in the area.

But, its unusual that any do. We are not appreciative and we do not feel that the roadway is wide enough, the traffic in and out of it, particularly at certain times of the day and the evenings is not conducive to the people who live up there. We did not buy property up in a residential area and have it turned into a commercial zone. The other areas were there when the properties were purchased and I realize when it was zoned commercial, it was zoned with the understanding, if I remember correctly, and I may not have read it correctly, but I understand that when it was first made with the existing commercial properties or the properties that were there would be considered commercial. All of the properties were there at that time with the exception of one office building at this time which was not there. At that time it was a private residence and that's where the insurance company is. Congiglere's property, that was residential but the rest of them were all there. Dr. O'Leary's and the rest of them back when they were first put in, but that was when the 200 ft. from the center of the road thing came in. The property in question was not built, it was a marshland.

Mr. Babcock: Thank you.

Mrs. Caserto: My name is Patricia Caserto. I live in Marlboro.

Mr. Babcock: A little louder, please.

Mrs. Caserto: Okay, and I own the property next to the Counseling Service. If this is going to be zoned commercial, who would be responsible for this road. I hold the deed now.

Mr. Babcock: Let me understand. You hold the deed on the road?

Mrs. Caserto: I hold the title to the right-of-way. I own that road to get to that land.

Mr. Babcock: Very interesting. Private drive. Mr. Lipman, would you let me . . . Anyone else in the audience would like to speak on this matter? Yes, Madam.

Unidentified woman: I am also from Marlboro. I am a relative of Patricia's. And, we did . . .

Mr. Babcock: Your name?

Mr. Mannese: My name is Pat Mannese from Marlboro, New York, and we did research the deed and, of course, we have a copy of the tax map and a copy of the tax bill and it is, of course, paid by Patricia Caserto.

Mr. Babcock: Can we see that, please. Are you going to be able to leave this with us?

Mr. Mannese: Yes.

Mr. Babcock: Let me read it into the record.

Mr. Rones: Submitted is a deed dated August 5, 1986 between Caserto as Administratrix to Caserto and a copy of two tax bills for

property for the fiscal, for the calendar year 1986, two County tax bills.

Mr. Babcock: That's it, Joe.

Mrs. Caserto: This is the original deed between my uncle and my father.

Mr. Babcock: This is original.

Mr. Caserto: No, a copy.

Mr. Babcock: No, this is a copy of the original, right.  
Can we keep this, also.

Mrs. Caserto: Yes.

Mr. Roncs: Also, a deed dated April 22, 1946 between James F. Favino to Patrick G. Favino.

Mr. Babcock: Now, we have . . we will have to look at this, Joe, to see if, in fact, the road does belong to Mrs. Serto?

Ms. Delio: Caserto.

Mr. Lipman: Mr. Chairman.

Mr. Babcock: Excuse me, Mr. Lipman.



Mr. Rones: Do you have a copy of the deed to Windsor Counseling?

Mr. Lipman: We don't have it here.

Mr. Rones: Could you send that into Ms. Delio?

Mr. Lipman: Sure.

Mr. Babcock: You read this into the record, Joe.

Mr. Rones: Yes.

Mr. Babcock: Unless the public has anything else to say . .

Unidentified man: Where an establishment is proposing a commercial quote, unquote, zone . .

Ms. Delio: Your name, please, Sir.

Mr. Circhio: Vincent Circhio. 180 Quassaick Avenue. When an establishment is proposed in a commercial area, usually we learn of what the function of that particular establishment will be. I have not heard of what the function of this Counseling Group is. They may be dealing with mentally ill patients, drug addicts, etc., etc. I would like to hear this.

Mr. Babcock: Okay, is there anyone else in the audience that has anything to say in reference to this here? Yes, Madam.

Mrs. Navarra: I am Rose Navarra and I live at 1 Doral Drive. Did I hear right that from Doral Drive on down south of 94 is commercial. In other words, my property is commercial, also? Is it?

Mr. Babcock: Yes, Madam.

Mrs. Navarra: Is it?

Mr. Babcock: Yes, Madam.

Mr. Navarra: Well, I've never been notified and I have lived there for 25 years.

Mr. Lipman: Can we identify her property on the zoning map before a conclusion is made.

(Discussion ensued).

Mr. Babcock: We are getting away from what the intent of the hearing is. Whether you were notified or not has no bearing on this particular issue here tonight. You will have to take it up with the Building Inspector or the Zoning Inspector. Excuse me, Mr. Lipman.

Mrs. Navarra: Thank you.

Mr. Babcock: You will have to take that up with those people. This has nothing to do with the case here tonight.

Mrs. Navarra: This is the first I heard about it that is why I wanted to know if it was so.

Mr. Babcock: I can't explain why you weren't notified and it really has no bearing here tonight. I'm sorry. Yes, Madam.

Mrs. Tomashevski: My name is Patricia Tomashevski and I live at 4 Doral Drive. My property is the property that abuts this property. Perhaps we are not quite as well versed, however, I believe the intention of the original applicant was for a residential building. Now we find out that someone has moved in and opened a business. This business does not, however, face Route 94. It faces a very quiet street. It seems that this is a rather insidious encroachment on a residential area and we have to be very careful in the future because we consider this a residential area. It is rather disturbing to look onto the back porch and suddenly discover that what you thought was someone's home, has become a commercial establishment and this kind of an encroachment on a residential area is rather frightening to me and that's the reason I am here. I'd rather not see it continue to happen. Thank you.

Mr. Babcock: Thank you. Anyone else in the audience. If not, I will close the public hearing to the public.

Mr. Lipman: No.

Mr. Babcock: I will leave it open for discussion with us, here.

Mr. Lipman: I have more evidence.

Mr. Babcock: You should have presented it before I opened it to the public then.

Mr. Lipman: You mean I can't present . .

Mr. Babcock: You said you were done with your witness, Mr. Emanuel. I opened it up to the public, now I'm closing the public hearing to the public and I am closing the public hearing to you.

Mr. Lipman: You asked me if I was finished with that witness and I said I was finished. You did not ask me if there were other witnesses.

Mr. Babcock: Nor did you say that you had other witnesses.

Mr. Lipman: You didn't ask me.

Mr. Babcock: You had the opportunity to.

Mr. Lipman: I have that opportunity now, Sir.

Mr. Babcock: Well, we just closed the public hearing. Our attorney can give you the . .

Mr. Lipman: You are not going to allow me to put in other evidence now?

Mr. Rones: What else do you have to put in, Mr. Lipman?

Mr. Lipman: One of the occupants. One of the Counseling Group.

Mr. Rones: Do you have any other . .

Mr. Lipman: A surveyor who prepared one of the maps.

Mr. Rones: Is that it? You have two more witnesses?

Mr. Lipman: That's it.

Mr. Babcock: Do you fellows have any objection to this?

Mr. Fenwick: I have no objection but I just wish the question and answer period would stop. Mr. Lipman, you know . . these people know what they are here for. Just let them speak. You are going through this . . this isn't a trial. It's just getting so drawn out. It's ridiculous. These people know what they are here for. Mr. Emanuel, the same way. Basically, ask them to sum up what they have to say. The question and answer period is ridiculous.

Mr. Babcock: Okay, the Board agrees that we will allow you to go ahead and give your other two witnesses.

Mr. Lipman: Would you give your full name?

Sharon Belinsky: Sharon Belinsky.

Mr. Lipman: And, what is your relationship with this application?

Mrs. Belinsky: I am one of the six owners of the building and one of the three partners in the Counseling Service.

Mr. Lipman: Would you tell us a little bit about the use of the right-of-way upon which this property, the property of Windsor Counseling Service, fronts.

Mrs. Belinsky: (testimony not legible).

Mr. Lipman: Where is his property with relation to yours?

Mrs. Belinsky: (testimony not legible).

Mr. Lipman: The next property up the right-of-way?

Mrs. Belinsky: It is the property facing Route 94 and it is owned by (not legible).

Mr. Lipman: Between your property?

Mrs. Belinsky: Yes.

Mr. Lipman: Would you say the access to his office is through the private right-of-way?

Mrs. Belinsky: Yes, it's the only entrance (witnesses voice falls off).

Mr. Lipman: What about the property that is directly across the right-of-way from your property.

Mrs. Belinsky: The parking lot to the tavern is access directly across the street from our property.

Mr. Lipman: And the access to that parking lot is on the right-of-way?

Mrs. Belinsky: That's correct.

Mr. Lipman: Now, would you tell us how the right-of-way is maintained?

Mrs. Belinsky: There hasn't been any maintenance of the right-of-way. We have and Dr. Benninger has tried to negotiate with and communicate with other residents on the right-of-way to maintain the right-of-way and nobody has responded to my knowledge. Therefore, Dr. Benninger and the Windsor Counseling Group this past month have put money into repairing and maintaining the right-of-way.

Mr. Lipman: Would you tell the Board a little bit about the practice of Windsor Counseling Group.

Mrs. Belinsky: It's a private counseling service and a S.W.C.S.W. Certified Social Worker is there and we work with families, children and married couples who are having marital difficulties. We do play therapy, we do family therapy, we do couple therapy and we do individual therapy.

Mr. Lipman: Would you regard the use of that property as one which is professional in nature?

Mrs. Belinsky: Yes.

Mr. Lipman: I don't have any further questions of this witness.

Mr. Babcock: Anybody have any questions on this?

Mr. Konkol: Madam, you are a professional and the other owners of the property are also professionals?

Mrs. Belinsky: Yes.

Mr. Konkol: Okay, and you have a deed, I assume, from Mr. DiLorenzo to you people?

Mrs. Belinsky: Yes.



Mr. Konkol: Is there anything in your deed that says it's other than R-4?

Mrs. Belinsky: We were told by Mr. DiLorenzo that it was a . .

Mr. Konkol: No, I mean, is there anything in your deed that says that your property is anything other than R-4?

Mrs. Belinsky: I don't know what the deed says.

Mr. Lipman: I have offered to and I will submit the deed.

Mr. Babcock: I will allow you one more witness and we will move on.

Mr. Lipman: Mr. Zimmerman. Would you state your name.

Mr. Zimmerman: My name is Gerald Zimmerman.

Mr. Lipman: Your occupation?

Mr. Zimmerman: I am a licensed civil engineer and land surveyor.

Mr. Lipman: Where is the survey that has all the red lines?

Ms. Delio: It's right here.

Mr. Lipman: This survey, which is our Exhibit #10, a survey that you prepared?

Mr. Zimmerman: Yes, it is.

Mr. Lipman: And, did you prepare that survey when Windsor Counseling Group was about to take title to that property?

Mr. Zimmerman: Yes.

Mr. Lipman: And, did you more recently impose some colored lines on this survey?

Mr. Zimmerman: Yes.

Mr. Lipman: And are those lines reflective of your interpretation of the zoning district lines to that property?

Mr. Zimmerman: Not until tonight.

Mr. Lipman: And, have you got an opportunity to do so tonight?

Mr. Zimmerman: Yes.

Mr. Lipman: All right. The Exhibit that you hold in your left hand was prepared by you as Exhibit #10. The Exhibit that you hold in your right hand was prepared by Mr. Emanuel. That's Exhibit #9, is that correct?

Mr. Zimmerman: Yes.

Mr. Lipman: Are they consistent?

Mr. Zimmerman: Yes.

Mr. Lipman: Are they consistent with respect to the district boundary between the NC and R-4 zones as that boundary effects the subject property?

Mr. Zimmerman: Yes, they are.

Mr. Lipman: Thank you. It's yours. Hopefully, you have all of the exhibits at this time. I don't want to walk off with one of them.

Mr. Babcock: Do you have them all, Pat?

Ms. Delio: I think so.

Mr. Babcock: Okay, members of the Board, are there any other questions that you might have?

Mr. Fenwick: The map . . either map that I looked at up there or the map that is here, underneath the line doesn't seem to be another line. I am wondering if that piece of property was subdivided after 1974 or prior to 1974 or if it ever was subdivided. Was it an established lot? Has it always been an established lot or was it a piece that is part of a bigger lot. That seems to be the case in that

area. There are several large lots in that area that have been taken off to build various buildings. I don't know at this time that there ever was. If that line existed in 1974. And, Mr. Emanuel, I will address the question to you. Do you know, in fact, if that line existed in 1974 or was that . . I can't seem to find it and even if I look under that map, I see other lines that are, in fact, under the magic marker line or whatever . . I do not see a line under that line.

Mr. Emanuel: I would be happy to check our base map, but as far as I recall, when I looked at our base map, there appeared to be a separate line for a separate lot already in existence at the time we did our site inspection. I would be happy to check that out.

Mr. Fenwick: I would be curious about that.

Mr. Lipman: If you wish to hold the hearing open for the purpose of our submitting any additional information on that subject, we would be pleased to do so.

Mr. Babcock: I don't feel that we have to hold it open.

Mr. Lipman: Just for that purpose as you have held it open for the submission of the deed.

Mr. Babcock: Okay. Mr. Lipman, we will hold the hearing open until you submit that to us.

Mr. Lipman: Why don't you give me . . how much time do you think you will need, Manny?

Mr. Emanuel: For that particular question, a few days will be fine.

Mr. Lipman: Can we hold it open for 10 days.

Mr. Babcock: When is our next meeting?

Ms. Delio: Not until the 8th of September.

Mr. Babcock: The end of September.

Ms. Delio: The eighth.

Mr. Babcock: Eighth. All right. You will agree that we will hold it open until the next meeting, the 8th of September?

Mr. Pagano: The point I would like to bring up is, assuming that it is going to be held open, we haven't decided yet, but will these expert witnesses be available again to us?

(Discussion ensued.)

Mr. Babcock: What we will do if the Board agrees, we will table our decision. Okay, we will table the decision.

Mr. Lipman: Sir, are you holding the hearing open for the purposes of my submitting these documents?

Mr. Babcock: We are going to allow you to submit the documents. We are going to table our decision. We are not going to hold the hearing open. We will just allow you to submit the documents the Board asked for so that they can make their decision.

Mr. Lipman: May I do so within ten days.

Mr. Skopin: We will not be able to make that decision until the next meeting.

Mr. Lipman: I don't expect you to. I mean give me ten days within which to submit the documents.

Mr. Babcock: Yes, we will give you ten days.

Mr. Lipman: Thank you.

Mr. Babcock: Okay. We should have a motion . .

Mr. Fenwick: I make a motion to table.

Mr. Babcock: Okay, a motion is made to table.

Mr. Pagano: I'll second it.

Ms. Delio: It's seconded.

Mr. Babcock: Motion is made and seconded to table the decision.  
May we have a roll call?

Ms. Delio: Mr. Fenwick?

Mr. Fenwick: Yes.

Ms. Delio: Mr. Bivona?

Mr. Bivona: Yes.

Ms. Delio: Mr. Skopin?

Mr. Skopin: No.

Ms. Delio: Mr. Konkol?

Mr. Konkol: I abstain.

Ms. Delio: Mr. Pagano?

Mr. Pagano: No.

Ms. Delio: Mr. Babcock?

Mr. Babcock: Yes.

Ms. Delio: All right. We have a deadlock. There's only three yesses, two nays and one abstention. You've got to make a decision tonight, then.

(Discussion ensued).

Mr. Pagano: I will change my vote to a yes.

Ms. Delio: Okay, now we have four ayes, one nay and one abstention. Motion carried.



## C E R T I F I C A T I O N

I hereby certify that the foregoing  
is a true transcript of the afore-  
mentioned Public Hearing recorded  
by the undersigned and reduced to  
typewriting by the undersigned.

  
Notary Public

PATRICIA DELIO  
NOTARY PUBLIC, State of New York  
No. 5970776  
Qualified in Orange County  
Commission Expires March 30, 1987

No 2130

Original Exhibit

February 9, 1983

## BUILDING PERMIT

FEE: \$120.00

A permit is hereby given by the Zoning Officer of the Town of New Windsor, Orange County, N. Y., for building as described:

Owner's Name *Will Hayson & John C. DiLorenzo*

Address *82 Bridge St., Newburgh N.Y.*

Architect's Name *Lester Cohen*

Address .....

Builder's Name *Circa Construction Corp. Inc.*

Address *82-84 Bridge St., Newburgh N.Y. 562-3259*

Location of Building *On Side Rte 94 (across private Rd)*

Material *Frame* ..... Number of Stories *1* ..... Number of Families *1* .....

Dimensions of Building *50 x 12* ..... Dimensions of Lot *50.2 x 212* .....

Use of Building *Family Dwelling* ..... Number of Bedrooms *3* .....

Number of Toilets *2* ..... Number of Baths *2* .....

Heating Plant *Oil - Hot water* .....

I am familiar with the Zoning Ordinance of the Town of New Windsor.

Remarks: *New one family Frame Dwelling*

Signature of Applicant *John C. DiLorenzo*

Approximate Cost *\$35,000*

Action of -

Planning Board .....

Highway .....

Water .....

Sewer .....

Zoning Board of Appeals ....

*John T. Kennedy*  
Zoning Officer

### IMPORTANT

A permit under which no work is commenced within 6 months after issuance shall expire by limitation and a new permit shall be secured before work is started.

It is the responsibility of the owner and/or the contractor to comply with all applicable township ordinances and to call for the required inspections one day in advance.

*Applicant's Exh. #1*

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined... *February 8*... 19*83*..  
Approved... *February 8*... 19*83*..  
Disapproved s/c.....  
Permit No. .... *2130*.....

Office of Building Inspector  
HOWARD COLLETT, Building Inspector  
Town Hall, 555 Union Avenue  
New Windsor, N. Y. 12550  
Telephone 565-8807

Refer —  
Planning Board.....  
Highway.....  
Sewer.....  
Water.....  
Zoning Board of Appeals .....

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date... *February 8*... 19*83*..

INSTRUCTIONS

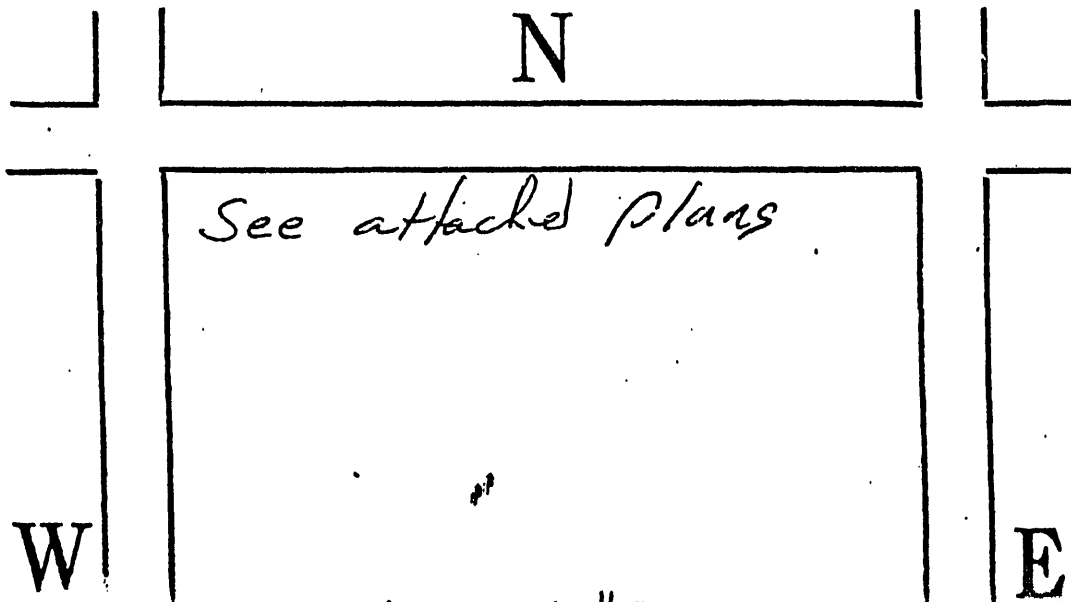
- This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- The work covered by this application may not be commenced before the issuance of a Building Permit.
- Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

*[Signature]*.....  
(Signature of Applicant) (Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.  
Applicant must indicate the building line or lines clearly and distinctly on the drawings.



Applicant's Exh. #2

Name of Owner of Premises Jill Hayson + John C. Di Lorenzo  
Address 82 Bridge St Newburgh, NY Phone .....

Name of Architect.....  
Address..... Phone .....

Name of Contractor LRCA Construction Corp, Inc.  
Address 82-84 Bridge St Newburgh, NY Phone 914-562-3353

State whether applicant is owner, lessee, agent, architect, engineer or builder: Builder  
If applicant is a corporation, signature of duly authorized officer.

Plus  
(Name and title of corporate officer)

1. On what street is property located? On the W side of Rt 94  
(N. S. E. or W.)  
and 420 feet from the intersection of 2nd St
2. Zone or use district in which premises are situated IR 4
3. Tax Map description of property: Section 19 Block 4 Lot 58
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:  
a. Existing use and occupancy ..... b. Intended use and occupancy Residency
5. Nature of work (check which applicable): New Building ☒ Addition..... Alteration..... Repair..... Removal.....  
Demolition..... Other.....
6. Size of lot: Front 80.2 Rear 100 Depth 212 Front Yard 55 Rear Yard 115 Side Yard 17  
Is this a corner lot? No
7. Dimensions of entire new construction: Front 50 Rear..... Depth 42 Height..... Number of stories 1
8. If dwelling, number of dwelling units 1 Number of dwelling units on each floor.....  
Number of bedrooms 3 Baths 2 Toilets 2  
Heating Plant: Gas..... Oil ☒ Electric...../Hot Air..... Hot Water ☒  
If Garage, number of cars 1
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use.....
10. Estimated cost \$35,000 Fee \$120.00  
(to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

### IMPORTANT

#### REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

Other inspections will be made in most cases, but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections, it has not been approved, and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS - 565-8807

No 2130

February 9, 1983

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Address .....

Builder's Name *Circa Construction Corp. Inc.*

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Material *Frame* ..... Number of Stories *1* ..... Number of Families *1* .....

Dimensions of Building *50 X 12* ..... Dimensions of Lot *50.2 X 212* .....

Use of Building *1 family Dwelling* ..... Number of Bedrooms *3* .....

Number of Toilets *2* ..... Number of Baths *2* .....

Heating Plant *Oil - Hot Water* .....

I am familiar with the Zoning Ordinance of the Town of New Windsor.

Remarks *New One family Frame Dwelling* .....

Signature of Applicant *Jill Hayson* .....

Approximate Cost *\$35,000* ..

Action of -

Planning Board .....

Highway .....

Water .....

Sewer .....

Zoning Board of Appeals ....

*James T. Kennedy*  
Zoning Officer

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TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined... *February 8* ...19*83*  
Approved... *February 8* ...19*83*  
Disapproved a/c.....  
Permit No. ....*2130*.....

Office of Building Inspector  
HOWARD COLLETT, Building Inspector  
Town Hall, 555 Union Avenue  
New Windsor, N. Y. 12550  
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Refer —  
Planning Board.....  
Highway.....  
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Zoning Board of Appeals .....

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date... *February 8* ...19*83*

INSTRUCTIONS

- This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
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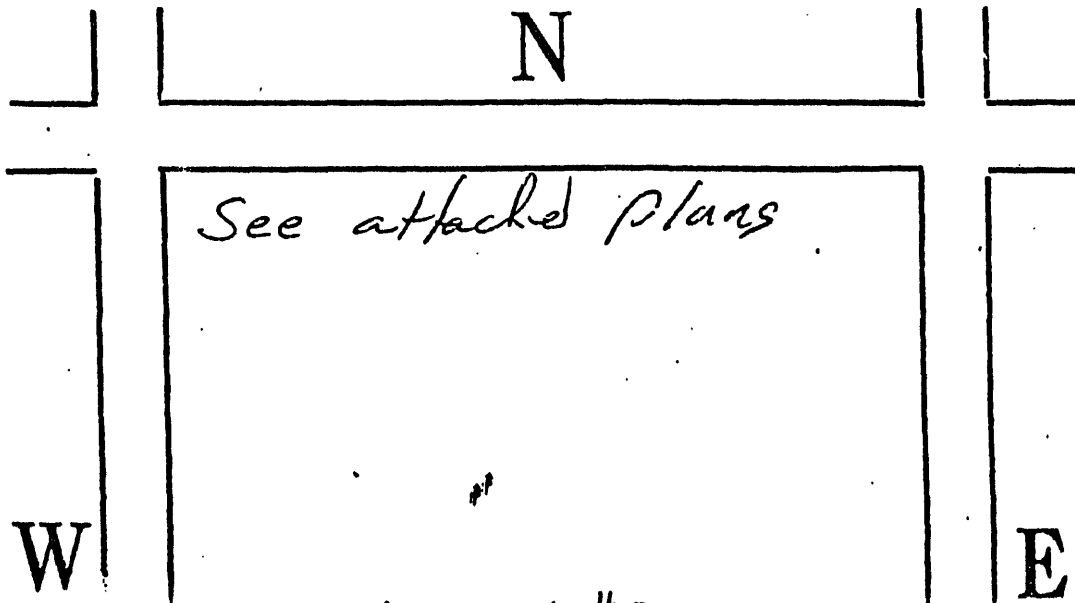
*[Signature]*  
.....  
(Signature of Applicant)

.....  
(Address of Applicant)

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Applicant's Exh. #2

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Jill Hayson + John C. Di Lorenzo

Address

82 Bridge St Newburgh, NY

Phone

Name of Architect

Address

Phone

Name of Contractor

LIRA Construction Corp, Inc

Address

82-84 Bridge St Newburgh, NY

Phone

914-362-3353

State whether applicant is owner, lessee, agent, architect, engineer or builder

Builder

If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

Pres

1. On what street is property located? On the side of

(N. S. E. or W.)

and feet from the intersection of

2. Zone or use district in which premises are situated

3. Tax Map description of property: Section Block Lot

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:

a. Existing use and occupancy b. Intended use and occupancy

5. Nature of work (check which applicable): New Building Addition Alteration Repair Removal

Demolition Other

6. Size of lot: Front Rear Depth Front Yard Rear Yard Side Yard

Is this a corner lot?

7. Dimensions of entire new construction: Front Rear Depth Height Number of stories

8. If dwelling, number of dwelling units Number of dwelling units on each floor

Number of bedrooms Baths Toilets

Heating Plant: Gas Oil Electric/Hot Air Hot Water

If Garage, number of cars

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use

10. Estimated cost Fee

(to be paid on filing this application)

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**WARNING:**

NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN ENGLISH").

**CONSULT YOUR LAWYER BEFORE SIGNING IT.**

**NOTE: FIRE AND CASUALTY LOSSES:**

This contract form does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a PURCHASER responsible for fire and casualty loss upon taking of title to or possession of the PREMISES.

**Date**  
**Parties**

**CONTRACT OF SALE** made as of the 12<sup>th</sup> day of August, 19 85.  
**BETWEEN VIRGINIA L. HAYSON**

**Address:** Route 208, Box 88,  
Wallkill, New York

who agrees to sell, and ELAINE ZIMMERMAN, SHARON BELINSKY and SANDRA HERRIES, d/b/a WINDSOR COUNSELING GROUP, a co-partnership with an office <sup>hereinafter called "SELLER"</sup> ~~address~~ location at 196 Quassaick Avenue, New Windsor, New York )

who agrees to buy: \_\_\_\_\_ hereinafter called "PURCHASER"

## Premises

The property, including all buildings and improvements thereon (the "PREMISES"), more fully described on a separate page marked "Schedule A," and also known as:

**Street Address:**

**Tax Map Designation:** 19-4-58

THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER TO SELL BY  
THE SELLER UNTIL SAME IS EXECUTED BY THE SELLER.

\*kitchen cabinets, stove, exterior coal bin, all lighting fixtures except seller may remove dining room lighting fixture provided he replaces it at his expense with another lighting fixture prior to closing. Seller to replace broken window in garage and panel the space in garage now used as dog entrance prior to closing at his expense.

Together with SELLER'S interest, if any, in streets and unpaid awards as set forth in Paragraph 9.

## Personal Property

The sale also includes all fixtures and articles of personal property attached to or used in connection with the PREMISES, unless specifically excluded below. SELLER states that they are paid for and owned by SELLER free and clear of any lien other than the EXISTING MORTGAGE(S). They include but are not limited to plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, ~~mattress door mirror, reaction blinds, shades,~~  
~~screens, xordex, storm windows, window boxes, storm doors, mud boxes, weather coats, dog poles, pump, shrubbery,~~  
~~fencing, cedar mulch, tool sheds, dishwashers, washing machines, clothes dryers, garbage disposal units,~~  
~~and power tools, good conditioning equipment and installations, and wall to wall carpeting.~~ \*

**Excluded from this sale are:**

Furniture and household furnishings,  
Coal stove in living room.



## Date Parties

**Address:** Route 208, Box 88,  
Wallkill, New York

## Premises

The property, including all buildings and improvements thereon (the "PREMISES"), more fully described on a separate page marked "Schedule A," and also known as:

**Tax Map Designation:** 19-4-58

\*kitchen cabinets, stove, exterior coal bin, all lighting fixtures except seller may remove dining room lighting fixture provided he replaces it at his expense with another lighting fixture prior to closing. Seller to replace broken window in garage and panel the space in garage now used as dog entrance prior to closing at his expense.

## Personal Property

**Excluded from this sale are:**

**Purchase price**

payable as follows:

On the signing of the binder.

On the signing of this contract, by check subject to collection:	\$	8,300.00	*
--	----	----------	---

**By allowance for the principal amount still unpaid on EXISTING MORTGAGE(S):** \$

**By a Purchase Money Note and Mortgage from PURCHASER (or assigns) to SELLER: \$**

**BALANCE AT CLOSING:** **\$ 76,500.00**

\* To be held in escrow by Seller's attorney pending the closing of title.

Applicant's Ex. #3

RIDER TO CONTRACT OF SALE BETWEEN ELAINE ZIMMERMAN, SHARON BELINSKY AND SANDRA HERRIES, D/B/A WINDSOR COUNSELING GROUP, AS PURCHASERS, AND VIRGINIA L. HAYSOM, AS SELLER.

Notwithstanding anything to the contrary contained in the contract between the above parties, of which this addendum is hereby made part, the seller agrees with the purchaser as follows:

1. Purchasers shall have the right to enter upon the premises for purpose of inspection within twenty-four (24) hours prior to title closing.
2. Seller represents that the plumbing, heating and electrical system and all appliances are in good working order, and that the roof is free from leaks, and the basement is free of leaks, and will be maintained in such condition until time of closing. This particular provision, however, is not to be interpreted as a warranty to survive the delivery of a deed.
3. Purchasers require that legible copies of current State, County, Town, School, Village or City tax receipts be produced at or prior to closing of title.
4. Seller agrees to maintain lawns and grounds until delivery of title.
5. Seller agrees to deliver vacant possession of the premises in broom-clean condition and the premises will be in substantial the same condition at the time of closing as they were in as of the time of the signing of this contract, normal wear and tear excepted.
6. The premises are conveyed subject to zoning ordinances, building regulations, covenants, easements and restrictions of record, provided they have not been violated by the use, occupancy or structure, or otherwise do not render title unmarketable, threaten the continued existence of the dwelling house thereon, or substantially reduce the usable area of the said premises.

7. TIME IS OF THE ESSENCE IN THIS CONTRACT. IF THE SELLER IS UNABLE TO CLOSE BY NOVEMBER 1 THROUGH NO FAULT OF THE PURCHASER, THEN THE SELLER MUST

(SEE BELOW)

Virginia L. Haysom  
VIRGINIA L. HAYSOM

Elaine Zimmerman  
ELAINE ZIMMERMAN

Sharon Belinsky  
SHARON BELINSKY

Sandra Herries  
SANDRA HERRIES

PAY THE PURCHASERS AS LIQUIDATED DAMAGES \$500.00 FOR EVERY DAY COMMENCING 12:01 AM NOVEMBER 2 AND FURTHER PROVIDE THAT THE PURCHASERS ARRANGE TO HAVE A TITLE POLICY RECEIVED BY THE SELLERS ATTORNEY BY SEPTEMBER 30.

SCHEDULE "A"

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Town of New Windsor, County of Orange and State of New York, more particularly bounded and described as follows:

BEGINNING at a point in the northerly line of a private road 40 feet wide which leads from Quassaick Avenue along the northerly line of lands of Samuel Congiglare to the residence lands of James E. Nugent, the said point of beginning being a distance of 200 feet measured along said line of private road on a course N 50° 32' 30" W from the westerly line of Quassaick Avenue and runs thence N 44° 34' E, 213.19 feet to a point in the southerly line of lands of Allen Klein; thence along said line being along the middle of a stone fence N 50° 45' W, 100.0 feet to a point; thence S 39° 15' W, 211.95 feet to a point in the northerly line of said private road; thence along said line S 50° 32' 30" E, 80.21 feet to the point or place of beginning.

BEING a portion of premises conveyed by Patrick G. Favino, Mildred Ann Nugent, James F. Favino, Adeline Favino and Anthony J. Favino to Adeline Favino and Anthony J. Favino by deed dated March 12, 1943 and recorded in the Orange County Clerk's Office March 13, 1943. The said Anthony J. Favino died in April, 1959.

AND BEING a portion of the said premises of which Adeline Favino died seized on January 1, 1960, leaving a Last Will and Testament by which she devised the said premises to Mildred Ann Nugent.

AND BEING the same premises conveyed by Mildred Ann Nugent by deed dated August 13, 1965 and recorded August 16, 1965 in the Orange County Clerk's Office in Liber 1721 of Deeds at Page 919.

Together with an easement for use in common with others for a right of way for ingress and egress over the provided roadway aforementioned.

BEING the same premises conveyed by JOHN C. DI LORENZO to VIRGINIA L. HAYSOM by deed dated December 19, 1983 and recorded February 9, 1984 in the Orange County Clerk's Office in Liber 2275 of Deeds at page 826.

~~(b) If this sale is subject to an EXISTING MORTGAGE, the Purchase Money Note and Mortgage will also provide that it will remain subject to the prior lien of any EXISTING MORTGAGE even though the EXISTING MORTGAGE is extended or modified in good faith. The Purchase Money Note and Mortgage shall be drawn on the standard form of New York Board of Title Underwriters by the attorney for SELLER. PURCHASER shall pay the mortgage recording tax, recording fees and the attorney's fee in the amount of \$ for its preparation.~~

(c) If any required payments are made on an EXISTING MORTGAGE between now and CLOSING which reduce the unpaid principal amount of an EXISTING MORTGAGE below the amount shown in paragraph 2, then the balance of the price payable at CLOSING will be adjusted. SELLER agrees that the amount shown in Paragraph 2 is reasonably correct and that only payments required by the EXISTING MORTGAGE will be made.

(d) If there is a mortgagee escrow account that is maintained for the purpose of paying taxes or insurance, etc. SELLER shall assign it to PURCHASER, if it can be assigned. In that event PURCHASER shall pay the amount in the escrow account to SELLER at CLOSING.

Existing  
mortgages

2. The PREMISES will be conveyed subject to the continuing lien of "EXISTING MORTGAGE(S)" as follows: Mortgage now in the unpaid principal amount of \$ and interest at the rate of per cent per year, presently payable in installments of \$ , which include principal, interest, and with any balance of principal being due and payable on

~~SELLER hereby states that no EXISTING MORTGAGE contains any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the fact of CLOSING.~~

Acceptable  
funds

3. All money payable under this contract unless otherwise specified, shall be either:

- Cash, but not over one thousand (\$1,000.00) Dollars,
- Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.
- Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of FIVE HUNDRED AND 00/100 (\$500.00-----) dollars, or
- As otherwise agreed to in writing by SELLER or SELLER'S attorney.

'Subject to'  
provisions

4. The PREMISES are to be transferred subject to:
- Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES.
  - Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.
  - Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.
  - Covenants, easements and restrictions of record, if any, provided same does not render title unmarketable.
  - Such state of facts an accurate survey or personal inspection may reveal provided same does not render title unmarketable.

due in unpaid principal amount of an EXISTING MORTGAGE below the amount shown in paragraph 2, then the balance of the price payable at CLOSING will be adjusted. SELLER agrees that the amount shown in Paragraph 2 is reasonably correct and that only payments required by the EXISTING MORTGAGE will be made.

(d) If there is a mortgagee escrow account that is maintained for the purpose of paying taxes or insurance, etc. SELLER shall assign it to PURCHASER, if it can be assigned. In that event PURCHASER shall pay the amount in the escrow account to SELLER at CLOSING.

Existing  
mortgages

2. The PREMISES will be conveyed subject to the continuing lien of "EXISTING MORTGAGE(S)" as follows: Mortgage now in the unpaid principal amount of \$<sup>2</sup> and interest at the rate of per cent per year, presently payable in installments of \$ , which include principal, interest, and with any balance of principal being due and payable on

~~SELLER hereby states that no EXISTING MORTGAGE contains any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the fact of CLOSING.~~

Acceptable  
funds

3. All money payable under this contract unless otherwise specified, shall be either:

- Cash, but not over one thousand (\$1,000.00) Dollars,
- Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.
- Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of FIVE HUNDRED AND 00/100 (\$500.00-----) dollars, or
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- Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES.
  - Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.
  - Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.
  - Covenants, easements and restrictions of record, if any, provided same does not render title unmarketable.
  - Such state of facts an accurate survey or personal inspection may reveal provided same does not render title unmarketable.

Title  
company  
approval

5. SELLER shall give and PURCHASER shall accept such title as any reputable title company The New York Board of Title Underwriters will be willing to approve and insure/at normal rates a member of in accordance with their standard form of title policy, subject only to the matters provided for in this contract.

Closing  
defined and  
form of deed

6. "CLOSING" means the settlement of the obligations of SELLER and PURCHASER to each other under this contract, including the payment of the purchase price to SELLER, and the delivery to purchaser of a Bargain and Sale With Covenants Against Grantor's Acts deed in proper statutory form for recording so as to transfer full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by the SELLER as required by Section 13 of the Lien Law.

If SELLER is a corporation, it will deliver to PURCHASER at the time of CLOSING (a) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (b) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient

Closing date  
and place

7. CLOSING will take place at the office of the lending institution on granting the mortgage loan \*\*\* TIME IS OF THE ESSENCE IN THIS CONTRACT. at 2:00 o'clock on November 1, 1985

Broker

8. PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale other than JOHN J. LEASE REALTORS

and SELLER agrees to pay the broker the commission earned thereby (pursuant to separate agreement).

Streets and  
assignment  
of unpaid  
awards

9. This sale includes all of SELLER'S ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

Mortgagee's  
certificate or  
letter as to  
existing  
mortgage(s)

10. SELLER agrees to deliver to PURCHASER at CLOSING a certificate dated not more than thirty (30) days before the CLOSING signed by the holder of each EXISTING MORTGAGE, in form for recording, certifying the amount of the unpaid principal and interest, date of maturity, and rate of interest. SELLER shall pay the fees for recording such certificate. If the holder of a mortgage is a bank or other institution as defined in Section 274-a, Real Property Law, it may, instead of the certificate, furnish an unqualified letter dated not more than thirty (30) days before CLOSING containing the same information. SELLER hereby states that any EXISTING MORTGAGE will not be in default at the time of CLOSING.

Compliance  
with state  
and municipal  
department  
violations  
and orders

omit if the  
property is  
not in the  
City of  
New York

11. a. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters.

b. All obligations affecting the PREMISES, incurred pursuant to the Administrative Code of the City of New York prior to CLOSING and payable in money shall be discharged by SELLER at CLOSING. This provision shall survive CLOSING.

Installment  
assessments

12. If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and are to be paid by SELLER at CLOSING.

Apportionments

13. The following are to be apportioned as of midnight of the day before the day of CLOSING:

(a) Rents as and when collected. (b) Interest on EXISTING MORTGAGES. (c) ~~Penalties and interest on taxes~~ (d) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed. (e) Fuel, if any. (f) Vault charges, if any.

If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation.

Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive CLOSING.

Water meter  
readings

14. If there be a water meter on the PREMISES, SELLER shall furnish a reading to a date not more than thirty days before CLOSING date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

Allowance  
for unpaid  
taxes, etc.

15. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.

Use of  
purchase  
price to pay  
encumbrances

16. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative SELLER may deposit the money with the title insurance company employed by PURCHASER required by it to assure its discharge, but only if the title insurance company will insure PURCHASER'S title clear of the matter. Upon request, made within a reasonable time before CLOSING, the PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

Affidavit as  
to judgments,  
bankruptcies  
etc.

17. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are not against SELLER.

Deed transfer  
and recording  
taxes

18. At CLOSING, SELLER shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.

assignment  
of unpaid  
awards

Mortgagee's  
certificate or  
letter as to  
existing  
mortgage(s)

Compliance  
with state  
and municipal  
department  
violations  
and orders

omit if the  
property is  
not in the  
City of  
New York

Installment  
assessments

Apportionments

Water meter  
readings

Allowance  
for unpaid  
taxes, etc.

Use of  
purchase  
price to pay  
encumbrances

Affidavit as  
to judgments,  
bankruptcies  
etc.

Deed transfer  
and recording  
taxes

Purchaser's  
lien

Seller's  
inability  
to convey  
limitation  
of liability

Condition  
of property

This sale includes all of SELLER'S ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

10. SELLER agrees to deliver to PURCHASER at CLOSING a certificate dated not more than thirty (30) days before the CLOSING signed by the holder of each EXISTING MORTGAGE, in form for recording, certifying the amount of the unpaid principal and interest, date of maturity, and rate of interest. SELLER shall pay the fees for recording such certificate. If the holder of a mortgage is a bank or other institution as defined in Section 274-a, Real Property Law, it may, instead of the certificate, furnish an unqualified letter dated not more than thirty (30) days before CLOSING containing the same information. SELLER hereby states that any EXISTING MORTGAGE will not be in default at the time of CLOSING.

11. a. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters.

b. All obligations affecting the PREMISES, incurred pursuant to the Administrative Code of the City of New York prior to CLOSING and payable in money shall be discharged by SELLER at CLOSING. This provision shall survive CLOSING.

12. If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and are to be paid by SELLER at CLOSING.

13. The following are to be apportioned as of midnight of the day before the day of CLOSING:

(a) Rents as and when collected. (b) ~~Interest on EXISTING MORTGAGES.~~ (c) ~~Penalties and renewals of those expiring prior to CLOSING.~~ (d) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed. (e) Fuel, if any. (f) Vault charges, if any.

If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation.

Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive CLOSING.

14. If there be a water meter on the PREMISES, SELLER shall furnish a reading to a date not more than thirty days before CLOSING date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

15. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.

16. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative SELLER may deposit the money with the title insurance company employed by PURCHASER required by it to assure its discharge, but only if the title insurance company will insure PURCHASER'S title clear of the matter. Upon request, made within a reasonable time before CLOSING, the PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

17. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are not against SELLER.

18. At CLOSING, SELLER shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.

19. All money paid on account of this contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the contract by PURCHASER.

20. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract, plus all charges made for: (i) examining the title, (ii) any appropriate additional searches made in accordance with this contract, and (iii) survey and survey inspection charges. Upon such refund and payment this contract shall be considered cancelled, and neither SELLER nor PURCHASER shall have any further rights against the other.

21. PURCHASER has inspected the buildings on the PREMISES and the personal property included in this sale and is thoroughly acquainted with their condition. PURCHASER agrees to purchase them ~~as is~~ and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and CLOSING. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect them before CLOSING.

Entire agreement

Changes must be in writing

Singular also means plural

Purchaser and

22. All prior understandings and agreements between SELLER and PURCHASER are merged in this contract. It completely expresses their mutual agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that is not set forth in this Contract.

23. This Contract may not be changed or cancelled except in writing. The contract shall also apply to and bind the distributee heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

24. Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it.

25. This contract is subject to Purchaser obtaining a conventional mortgage loan in the principal sum of \$70,000.00 at prevailing rates. In the event the Purchaser does not have a written mortgage commitment by September 10, 1985, the Seller shall have the option to declare this contract null and void and the only obligation would then be to refund the down payment made hereunder. purchaser Mortgage is for a term of 25 years.

SEE RIDER ATTACHED HERETO AND MADE A PART OF THIS CONTRACT OF SALE.

In Presence Of:

*Virginia L. Haysom*  
VIRGINIA L. HAYSOM  
*Elaine Zimmerman*  
ELAINE ZIMMERMAN  
*Sharon Belinsky*  
SHARON BELINSKY

SANDRA HERRIES  
d/b/a WINDSOR COUNSELING GROUP

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_ ss.:  
On \_\_\_\_\_ 19\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that deponent resides at No. \_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which executed, the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_ ss.:  
On \_\_\_\_\_ 19\_\_\_\_, before me personally came \_\_\_\_\_ to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

Adjournment Closing of title under this Contract is adjourned to \_\_\_\_\_ 19\_\_\_\_, at \_\_\_\_\_ o'clock, at \_\_\_\_\_ and all adjustments are to be made as of \_\_\_\_\_ 19\_\_\_\_

Assignment Date: \_\_\_\_\_ 19\_\_\_\_  
For value received, this Contract is assigned to \_\_\_\_\_

and Assignee assumes all obligations of the purchaser in the Contract.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Assignee of Purchaser

Contract of Sale

PREMISES

Title No. \_\_\_\_\_

Section 19  
ni 1.



plural  
25. This contract is subject to Purchaser obtaining a conventional mortgage loan in the principal sum of \$70,000.00 at prevailing rates. In the event the Purchaser does not have a written mortgage commitment by September 10, 1985, the Seller shall have the option to declare this contract null and void and the only obligation would then be to refund the down payment made hereunder. purchaser Mortgage is for a term of 25 years.

SEE RIDER ATTACHED HERETO AND MADE A PART OF THIS CONTRACT OF SALE.

In Presence Of:

*Virginia L. Haysom*  
VIRGINIA L. HAYSOM  
*Elaine Zimmerman*  
ELAINE ZIMMERMAN  
*Sharon Belinsky*  
SHARON BELINSKY

SANDRA HERRIES  
d/b/a WINDSOR COUNSELING GROUP

STATE OF NEW YORK, COUNTY OF ss.:  
On 19 , before me personally came  
who, being by me duly sworn, did depose and say that deponent resides at No. of  
deponent is

the corporation described in and which executed, the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss.:  
On 19 , before me personally came

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

Adjournment Closing of title under this Contract is adjourned to 19 , at o'clock,  
at

and all adjustments are to be made as of

Assignment Date:

19

For value received, this Contract is assigned to

and Assignee assumes all obligations of the purchaser in the Contract.

Purchaser

Assignee of Purchaser

## Contract of Sale

TITLE No.

VIRGINIA L. HAYSOM

TO  
ELAINE ZIMMERMAN, SHARON BELINSKY  
& SANDRA HERRIES, d/b/a WINDSOR  
COUNSELING GROUP

## PREMISES

Section 19  
Block 4  
Lot 58  
County or Town County of Orange  
Street Numbered Address

Tax Billing Address

RECORD AND RETURN BY MAIL TO:

Zip No.

Building Department

(CITY, TOWN OR VILLAGE) OF New Windsor  
(Address and Telephone Number)

County of: ORANGE

**Order to Remedy Violation**

Location Route 94

Map No.: \_\_\_\_\_ Section: 19 Block: 4 Lot: 58

Date 1/30 1986

TO New Windsor Counseling Service  
(owner or authorized agent of owner)  
Route 94 New Windsor, N.Y.  
(address of owner or authorized agent of owner)

**PLEASE TAKE NOTICE** there exists a violation of:

The State Building Construction Code  
Zoning Ordinances XXX  
Other Applicable Laws, Ordinances or Regulations

at premises hereinafter described in that No Building Permit  
(state character of violation)  
No Site Plan Appl - IN R 4 zone NO  
Commercial Building Allowed

in violation of \_\_\_\_\_  
(state section or paragraph of applicable law, ordinance or regulation)

**YOU ARE THEREFORE DIRECTED AND ORDERED** to comply with the law and to remedy the conditions above mentioned forthwith on or before the 28<sup>th</sup> day of Feb 1986.

Failure to remedy the conditions aforesaid and to comply with the applicable provisions of law may constitute an offense punishable by fine or imprisonment or both.

John Finnegan - Zoning Insp.  
Superintendent of Buildings

Applicant's Exh. 4

Connecticut 5437

Florida 21992

New York 38331

**PAUL V. CUOMO, P.E.**

*Consulting Civil Engineer*  
335 Temple Hill Road  
New Windsor, N.Y. 12550

Tel. (914) 561-0448

August 6, 1986

Windsor Counseling  
194 A Quassaick Ave.  
New Windsor, N.Y. 12550

Att: Elaine Zimmerman

RE: Property known as Section 19, Block 4, Lot 58

Dear Mrs. Zimmerman:

This letter is to recount a conversation I had when I was New Windsor Town Engineer some months ago with a Mr. Steve Duggan, Esq.

Mr. Duggan asked me over the phone what the zoning of the above subject property was. I thereupon informed him NC (Neighborhood Commercial) after inspecting the latest zoning map available to me.

Sincerely yours,



PAUL V. CUOMO, P.E.

Applicant's Exh. #5

Name of Owner of Premises The Windsor Counseling Group  
Address 196 Quassaick Avenue, New Windsor, N.Y. Phone 565-6888  
Name of Architect.....  
Address..... Phone.....  
Name of Contractor.....  
Address..... Phone.....  
State whether applicant is owner, lessee, agent, architect, engineer or builder..... Owner  
If applicant is a corporation, signature of duly authorized officer.

Elaine Zimmerman, Partner  
(Name and title of corporate officer)

1. On what street is property located? On the N/W side of N.Y.S. Route 94  
(N. S. E. or W.)  
and 420' feet from the intersection of Union Avenue
2. Zone or use district in which premises are situated NC
3. Tax Map description of property: Section 19 Block 4 Lot 58
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:  
a. Existing use and occupancy Business Office b. Intended use and occupancy Business Office
5. Nature of work (check which applicable): New Building..... Addition..... Alteration..... Repair..... Removal.....  
Demolition..... Other..... None - Existing Building
6. Size of lot: Front 80' Rear 100' Depth 212' Front Yard..... Rear Yard..... Side Yard.....  
Is this a corner lot? No
7. Dimensions of entire new construction: Front..... Rear..... Depth..... Height..... Number of stories.....
8. If dwelling, number of dwelling units..... Number of dwelling units on each floor.....  
Number of bedrooms..... Baths..... Toilets.....  
Heating Plant: Gas..... Oil..... Electric...../Hot Air..... Hot Water.....  
If Garage, number of cars.....
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use Business  
Offices for Windsor Counseling Group
10. Estimated cost None Fee.....  
(to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

### IMPORTANT

#### REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

Other inspections will be made in most cases, but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections, it has not been approved, and it is improper to continue beyond that point

Name of Contractor .....

Address.....Phone .....

State whether applicant is owner, lessee, agent, architect, engineer or builder:.....Owner

If applicant is a corporation, signature of duly authorized officer.

Elaine Zimmerman, Partner  
(Name and title of corporate officer)

1. On what street is property located? On the.....N/W.....side of.....N.Y.S. Route 94  
(N. S. E. or W.)  
and ..420'.....feet from the intersection of..Union Avenue.....
2. Zone or use district in which premises are situated .....NC.....
3. Tax Map description of property: Section.....19..... Block.....4..... Lot.....58.....
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:  
a. Existing use and occupancy Business..Office... b. Intended use and occupancy Business..Office...
5. Nature of work (check which applicable) : New Building.....Addition.....Alteration.....Repair.....Removal.....  
Demolition.....Other..... None - Existing Building
6. Size of lot: Front..80'. Rear..100'Depth212'. Front Yard..... Rear Yard..... Side Yard.....  
Is this a corner lot?..NQ..
7. Dimensions of entire new construction : Front..... Rear..... Depth..... Height..... Number of stories.....
8. If dwelling, number of dwelling units..... Number of dwelling units on each floor.....  
Number of bedrooms..... Baths..... Toilets.....  
Heating Plant : Gas..... Oil..... Electric...../Hot Air..... Hot Water.....  
If Garage, number of cars.....
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use..Business.....  
..Offices for Windsor Counseling Group.....
10. Estimated cost N/A..... Fee .....  
(to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

### IMPORTANT

#### REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

Other inspections will be made in most cases, but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections, it has not been approved, and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

#### CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS - 565-8807

- 1-When excavating is complete and footing forms are in place (before pouring).
- 2-Foundation Inspection - check here for waterproofing and footing drains.
- 3-Inspect gravel base under concrete floors, and underslab Plumbing.
- 4-When framing is completed, and before it is covered from inside, and Plumbing rough-in.
- 5-Plumbing final & final. Have on hand Electrical Inspection Data per the Board of Fire Underwriters, and final certified plot plan. Building is to be complete at this time.

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....  
Approved.....19.....  
Disapproved a/c.....  
Permit No. ....

Office of Building Inspector  
Michael L. Babcock  
Town Hall, 555 Union Avenue  
New Windsor, New York 12550  
Telephone 565-8807

Refer —

Planning Board.....  
Highway.....  
Sewer.....  
Water.....  
Zoning Board of Appeals.....

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date...March 4.....19.86....

INSTRUCTIONS

- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- c. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- d. The work covered by this application may not be commenced before the issuance of a Building Permit.
- e. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- f. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

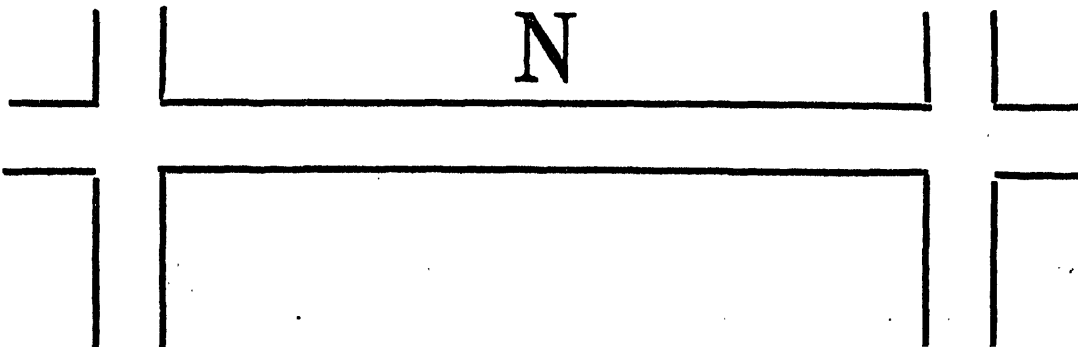
APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

*Elaine Zimmerman* (Partner)  
.....  
(Signature of Applicant)

The Windsor Counseling Group -  
196 Quassaick Avenue - New Windsor, N.Y.11  
.....  
(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.  
Applicant must indicate the building line or lines clearly and distinctly on the drawings.



Refer --  
Planning Board.....  
Highway.....  
Sewer.....  
Water.....  
Zoning Board of Appeals.....

**APPLICATION FOR BUILDING PERMIT**  
Pursuant to New York State Building Code and Town Ordinances

Date...March 4.....1986....

**INSTRUCTIONS**

- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- c. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- d. The work covered by this application may not be commenced before the issuance of a Building Permit.
- e. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- f. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

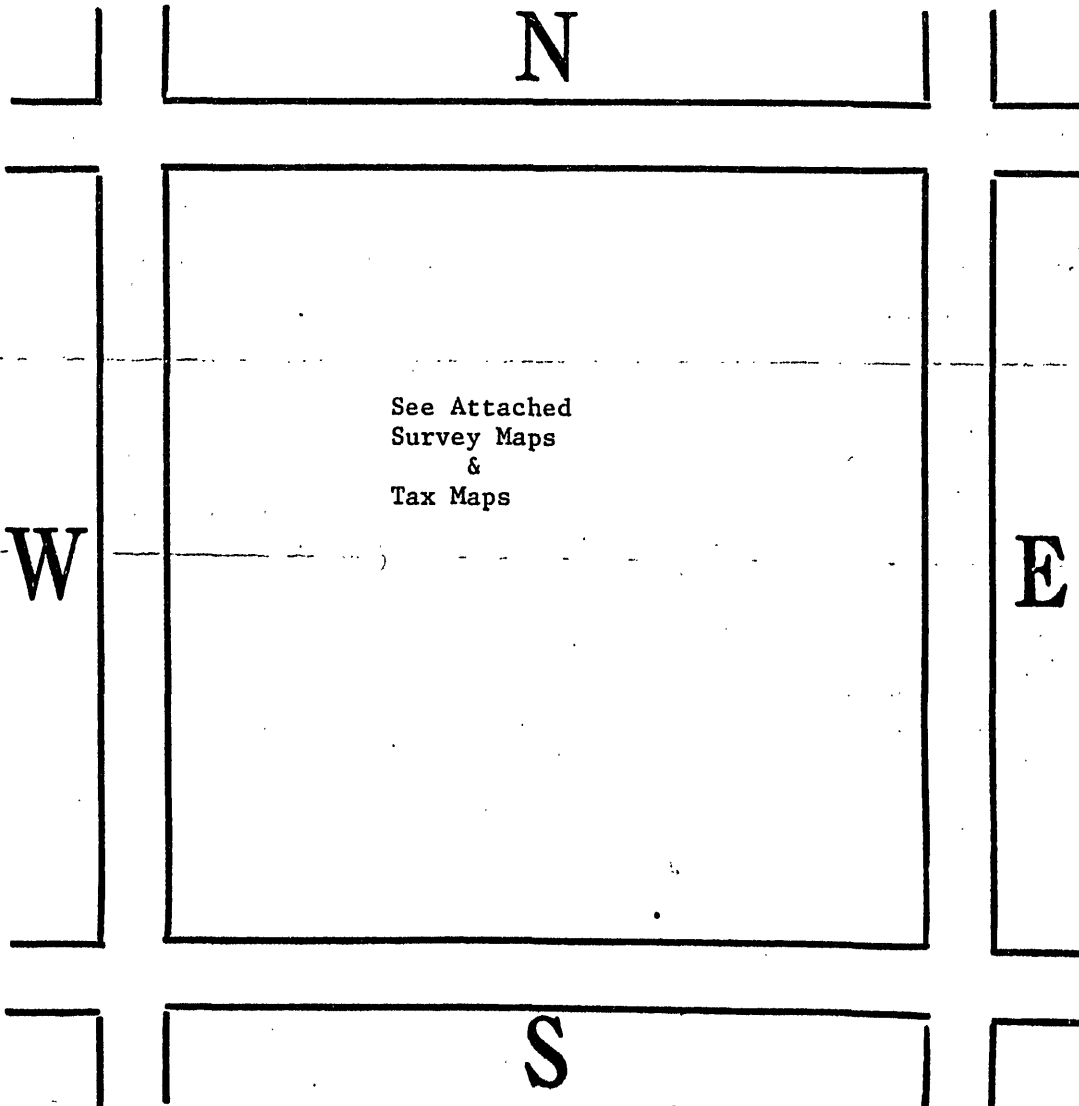
*Elaine Zimmerman* (Partner)  
(Signature of Applicant)

The Windsor Counseling Group -  
196 Quassaick Avenue - New Windsor, N.Y. 12553  
(Address of Applicant)

**PLOT PLAN**

NOTE: Locate all buildings and indicate all set-back dimensions.

Applicant must indicate the building line or lines clearly and distinctly on the drawings.



Applicant's Exh. #6

TOWN OF NEW WINDSOR  
ORANGE COUNTY, N. Y.  
OFFICE OF ZONING - BUILDING INSPECTOR

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No. ....

Date 3/5, 1986

To The New Windsor Counseling Group

196 QUASSICK AVE

Tele 565-6888

New Windsor N.Y. 12555

PLEASE TAKE NOTICE that your application dated 3/4, 1986

for permit to TO HAVE BUSINESS OFFICE

at the premises located at 196 QUASSICK AVE

is returned herewith and disapproved on the following grounds:

No Business Allowed in Residential District

THIS IS AN R-4 ZONE

John Zimman Asst. Zoning Inspector  
Building Inspector

Requirements  
Min. Lot Area  
Min. Lot Width

Proposed or  
Available

Variance  
Request



# NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No. ....

Date 3/5, 1986

To The New Windsor Counseling Group

196 QUASSAICK AVE

Tele 565-4888

New Windsor, N.Y. 12555

PLEASE TAKE NOTICE that your application dated 3/4, 1986

for permit to TO HAVE BUSINESS OFFICE

at the premises located at 196 QUASSAICK AVE

is returned herewith and disapproved on the following grounds:

No BUSINESS Allowed in Residential District

THIS IS AN R-4 ZONE

*John J. Jannigan* Asst. Zoning Inspector  
Building Inspector

Requirements	Proposed or Available	Variance Request
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd. <u>7</u>	<u>7</u>	<u>7</u>
Reqd. Rear Yd.		
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* <u>7</u>	<u>7</u>	<u>7</u>
Floor Area Ratio** <u>7</u>		<u>7</u>

\* Residential Districts only ①

\*\* Non-residential districts only

Applicant's Exh. #7

APPLICANT'S EXHIBIT #8

TOWN OF NEW WINDSOR ZONING MAP

Base Map drawn 4/71 by:

Orange County Dept. of Planning

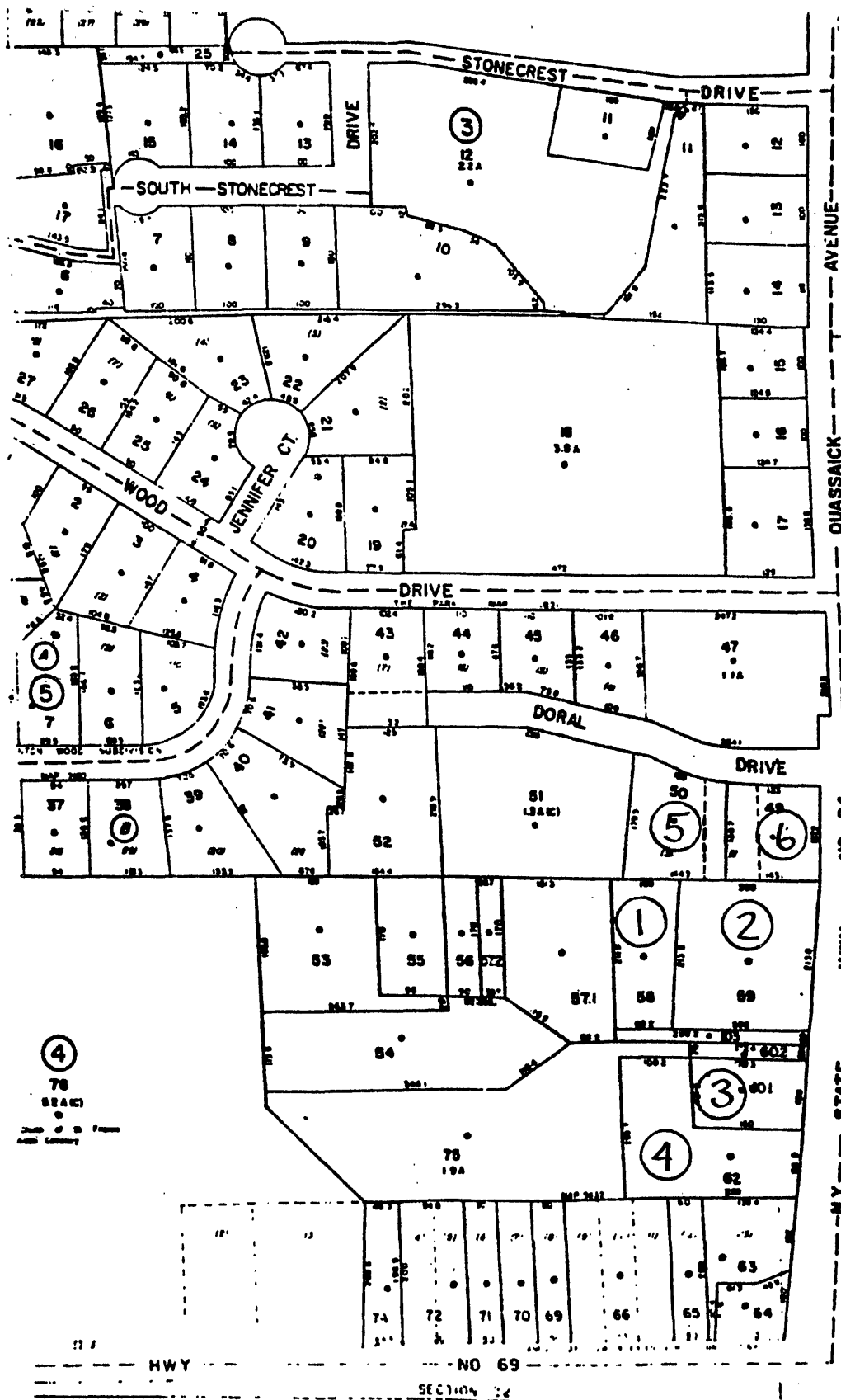
Revised: 6/74 by

MANUEL S. EMANUEL ASSOCIATES, INC.  
Community Planning Consultants

Revisions After 1/78 by:

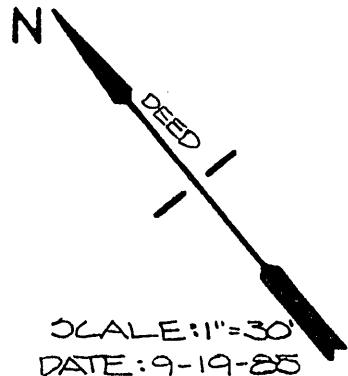
TOWN ENGINEER

(Only one copy available)

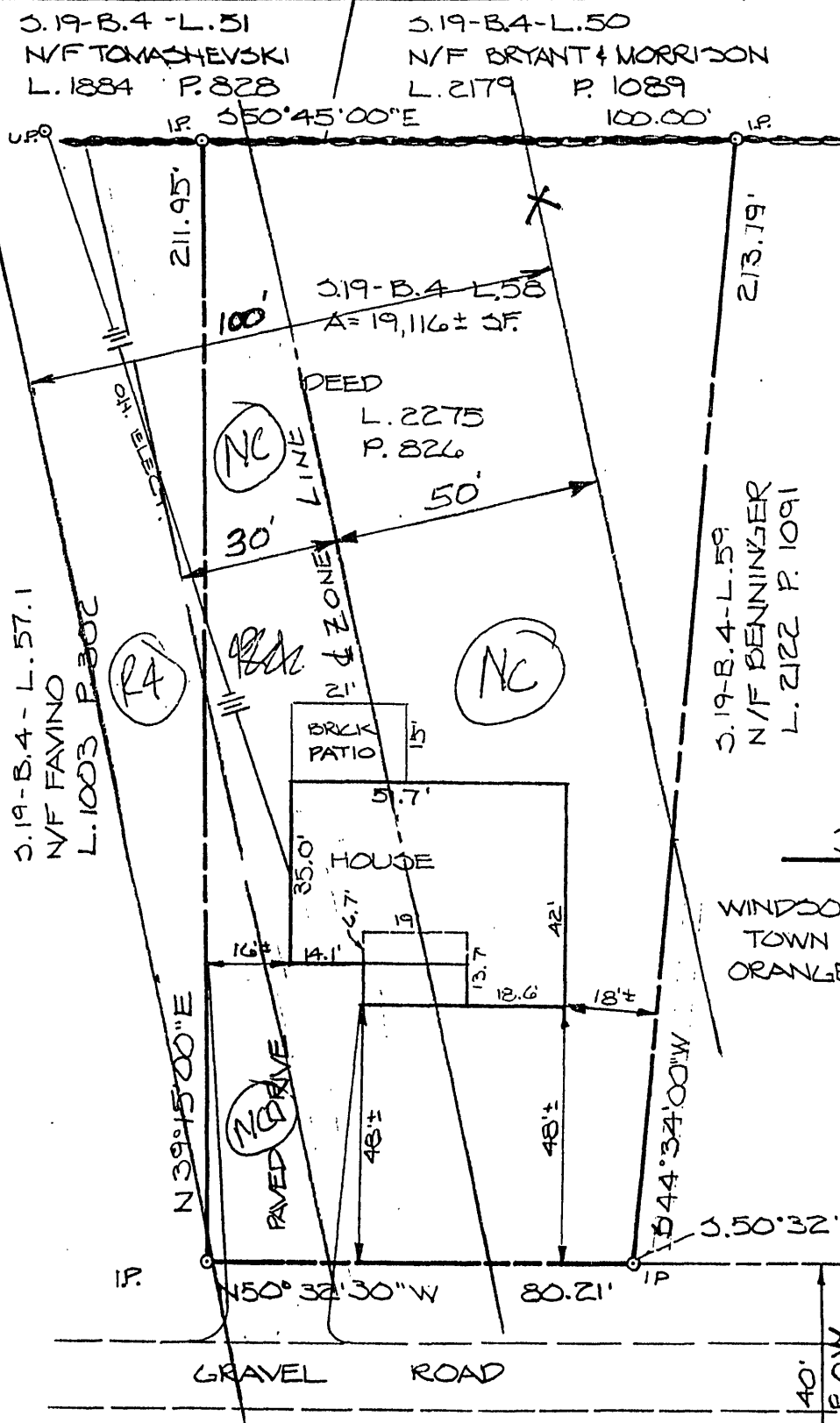


- 1) Windsor Counseling Group
- 2) Office Building (+ new addition)
- 3) Office Building + Service.
- 4) Restaurant + Parking in Rear
- 5) Single-Family Residence
- 6) Single-Family Residence

JOB NO. 85-196



SCALE: 1"=30'  
DATE: 9-19-85



SURVEY  
FOR  
WINDSOR COUNSELING GROUP  
TOWN OF NEW WINDSOR  
ORANGE COUNTY, N.Y.

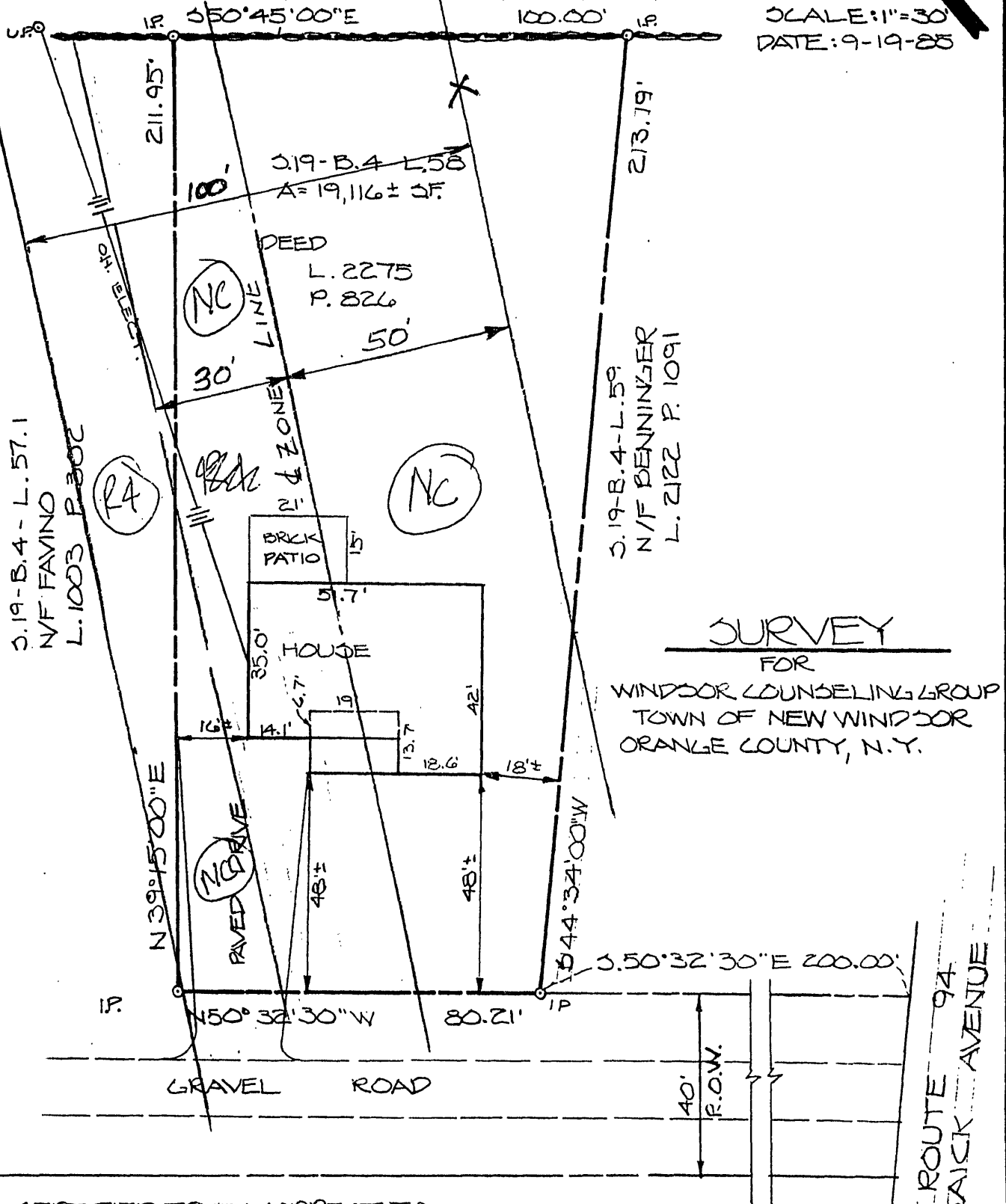
ROUTE 94  
ASSAICK AVENUE

CERTIFIED TRUE & CORRECT TO  
WINDSOR COUNSELING GROUP  
ELAINE ZIMMERMAN

3.17-B.4-L.51  
N/F TOMASHEVSKI  
L. 1884 P. 828

3.19-B.4-L.50  
N/F BRYANT & MORRISON  
L. 2179 P. 1089

SCALE: 1"=30'  
DATE: 9-19-85



### SURVEY

FOR  
WINDSOR COUNSELING GROUP  
TOWN OF NEW WINDSOR  
ORANGE COUNTY, N.Y.

CERTIFIED TRUE + CORRECT TO  
WINDSOR COUNSELING GROUP  
ELAINE ZIMMERMAN  
SHARON BELINSKY  
DANDRA HERRIES  
VIRGINIA L. HYDOM

THE AMERICAN TITLE INS. CO.  
KEY BANK OF SOUTHEASTERN N.Y. NA.

GERALD ZIMMERMAN P.L.S. L.L.C. NO 49410  
SUBJECT TO COVENANTS, EASEMENTS & RESTRICTIONS OF RECORD IF ANY

Applicant's Exh. #10.

8/11/86 - Public Hearing: Windsor Counseling Group # 86-6

Name:

Address:

obj.  
Q. in ownership of  
partnership

William F. Kuehn 192 Quassaick Ave New Windsor  
Patricia Casella 162 B Feliceella Dr. Marlboro, N.Y.  
Gerald Zimmerman WINDSOR COUNSELING GROUP  
Manuel S. Emmanuel Manuel S. Emmanuel Assoc.,  
Neil Belinsky - WINDSOR COUNSELING GROUP  
Sharon Belinsky Windsor Counseling Group  
Glyandry L. Fern. Walder Inc.  
Jocra J. Perrier Windsor Counseling Group  
Elaine Zimmerman Windsor Counseling  
Linda Kucelaki - PO Box 551 Marlboro, 12542  
Patricia Monrose - Tally Ho Realty - Rt 9W Marlboro, N.Y. 12542  
Vincent T. Cuchio - 180 Quassaick Ave New Windsor, N.Y.  
Christine R. Cuchio 180 Quassaick Ave New Windsor N.Y.  
Rene Navarro / Moral Clinic New Windsor N.Y.  
Mary and Norman Zukowich 195 Quassaick Ave, NY  
rep. Owners Dean and Katalie Hough  
(son-in-law & daughter)

MAKE CHECKS PAYABLE TO:  
MADRID CITY TAXES  
555 UNION AVE  
NEW WINDSOR NY 12550

COUNTY TAX BILL  
TOWN OF NEW WINDSOR  
COUNTY OF ORANGE

TAXES  
FISCAL YEAR 01-01-86  
12-31-86

WARRANT DATED 12-30-85

PROPERTY DESCRIPTION  
LOT 116.00 DEPTH- 179.00  
SCH-331100

PROPERTY LOCATION  
QUASSAICK AVE

ACCOUNT NUMBER  
010

BANK CODE

TO:

SAVING FLORENCE  
C/O PATRICIA CASERT  
FELICELLO DRIVE  
MADRID NY 12542

ESTIMATED STATE AID IS

CITY 28,526.50  
TOWN 412.00

TAXES PAID BY

Patricia Caserto

STATEMENT OF

TAXES  
FISCAL YEAR 01-01-86  
12-31-86

WARRANT DATED 12-30-85

MAKE CHECKS PAYABLE TO:  
MADRID CITY TAXES  
555 UNION AVE  
NEW WINDSOR NY 12550

COUNTY TAX BILL  
TOWN OF NEW WINDSOR  
COUNTY OF ORANGE

PROPERTY DESCRIPTION  
LOT 22.00 DEPTH- 280.00  
SCH-331100  
PRIVATE OFF  
QUASSAICK AVE

PROPERTY LOCATION  
QUASSAICK AVE

ACCOUNT NUMBER  
010

BANK CODE

TO:

SAVING FLORENCE  
C/O PATRICIA CASERT  
FELICELLO DRIVE  
MADRID NY 12542

ESTIMATED STATE AID IS

CITY 28,526.30  
TOWN 412.00

TAXES PAID BY

Patricia Caserto

PLEASE RETURN ENTIRE BILL WITH YOUR PAYMENT

LEVY DESCRIPTION	FULL VALUE	TAXABLE VALUE	TAX RATE	TAX AMOUNT
COUNTY	7,700	7,700	10.542600	81.18
TOWN	7,700	7,700	8.135400	62.69
HIGHWAY ITEM 1	7,700	7,700	3.870400	29.70
MASSICK FIRE	7,700	7,700	1.589700	12.24
NEW WINDSOR LIGHT #1	7,700	7,700	.413400	3.18
NEW WINDSOR WATER #2	7,700	7,700	6.683500	51.45
NEW WINDSOR GARBAGE	7,700	7,700	1.695400	13.04
TOTAL **				273.48
RECEIVED BY & DATE	AMOUNT	309.99	30.99	30.99
771 Madison	PENALTY	1.20		
228-86	TOTAL	311.19	31.19	31.19
	DATE DUE	01 MAR 86	01 FEB 86	01 MAR 86

TAXES PAID BY CHECK ARE SUBJECT TO COLLECTION

PLEASE RETURN ENTIRE BILL WITH YOUR PAYMENT

LEVY DESCRIPTION	FULL VALUE	TAXABLE VALUE	TAX RATE	TAX AMOUNT
COUNTY	1,200	1,200	10.542600	12.65
TOWN	1,200	1,200	8.135400	9.76
HIGHWAY ITEM 1	1,200	1,200	3.870400	4.64
MASSICK FIRE	1,200	1,200	1.589700	1.91
NEW WINDSOR LIGHT #1	1,200	1,200	.413400	.50
NEW WINDSOR WATER #2	1,200	1,200	6.683500	8.02
NEW WINDSOR GARBAGE	1,200	1,200	1.695400	2.04
TOTAL **				30.72
RECEIVED BY & DATE	AMOUNT	30.72	30.72	30.72
M. Madison	PENALTY	0.69	0.69	
228-86	TOTAL	31.41	31.41	31.41
	DATE DUE	01 MAR 86	01 FEB 86	01 MAR 86

TAXES PAID BY CHECK ARE SUBJECT TO COLLECTION

7/10 - Talked to Pat Gault at home (p.m.)

7/14/86 - ~~Talked to Pat Gault~~ Went to  
~~explaining~~ T.C. of NW - picked up  
Top map identifying property -  
Zoned R4 - (1 from Rec)

7/18 - Talked to Pat C. at work - Told her  
of progress - re appointed Richard Gey,  
Engineer

Names - Nugent, James

Dead info ~~55111 Fano~~  
Fano 1003 - p. 302  
Fano 0678 - p. 505

7/22/86 Town Hall - NW.  
Spoke to - Captn. made for 10:00

Richard Gey Eng.

Michael Babcock Bldg. Inspector

Need dead for validation for use of 20  
ft. as road

7/22/86 - To Goshen Co. Bldg.  
T.C.'s office - for copy of dead.

\* Must return to T.C.'s office to validate dead.

#194

Dead: 2262 - p. 635

019-0004-0541

James Nugent Jr. & Kathleen J. #194 - T. of NW.  
119x346  
\*Water & Sewer



Zoned R4 - (from Pac)

7/18 - Talked to Pat C. at work - Told her  
of progress - re appointment Richard Gey,  
Engineer

Names - Nugent, James

Dead into ~~3544~~ ~~Farms~~  
Farms 1003 p. 302  
~~Farms~~ 0678 - p. 505

7/22/86 - Town Hall - NW.  
Spoke to - (appointment made for 10:00)  
Richard Gey Eng.  
Michael Babcock Bldg. Inspector  
Need dead for validation for use of 20  
ft. as road

7/22/86 - To Loshen & Co. Bldg.  
T.C.'s office - for copy of dead.

\* Must return to T.C.'s office to validate dead.

#194

Dead = 2262 - p. 635

019-0004-0591

James Nugent Jr. & Kathleen J. - #194 - T. of m.  
119 x 346 - Water & Sewer

#200

019-0004-063

Zone owner

Dead 2081 - p. 53

& Bar & Grill + 1 Trailer  
Commercial.

102 x 130

- Water & Sewer

#200

019-0004-075 -  
1.90 Ac. Vacant  
1.60 Under

Dead ~~2213~~ - Water & Sewer  
2213 - p. 1117

# This Indenture,

Made the 22<sup>nd</sup> day of April

hundred and forty-six

Between JAMES F. FAVINO, residing at West Broadway, (no number) Red Lion, County of York and State of Pennsylvania,

part of the first part  
PATRICK G. FAVINO, residing at M. D. #14 Quassaick  
(no street number) in the Town of New Windsor, County of Orange  
State of New York,

Witnesseth, that the party of the first part, in consideration  
TEN - - - - - (\$10.00) - - - - -

lawful money of the United States, and other good and valuable consideration

paid by the party of the second part  
does hereby grant and release unto the party of the second part

his heirs and assigns

All that certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, County of Orange and State of New York, more particularly bounded and described as follows pursuant to a survey thereof made by Charles R. Woodhull, dated March 25, 1885:

BEGINNING at a point in the southwesterly line of land owned by Caroline B. or Nicoll, said point of beginning being distant on a course of north 50 degrees 45 minutes west from the north of Quassaick Avenue and

# THIS Indenture,

Made the 22<sup>nd</sup> day of April

hundred and forty-six

Between JAMES F. FAVINO, residing at West Broadway, (no number) Red Lion, County of York and State of Pennsylvania,

party of the first part  
PATRICK G. FAVINO, residing at M. D. #14 Quassaick (no street number) in the Town of New Windsor, County of Orange State of New York,

Witnesseth, that the party of the first part, in consideration of the sum of TEN - - - - - (\$10.00) - - - - - lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part

his heirs

and assigns;

All that certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, County of Orange and State of New York, more particularly bounded and described as follows pursuant to a survey thereof made by Charles R. Woodhull, dated March 25, 1888:

BEGINNING at a point in the southwesterly line of land of Caroline Harper Nicoll, said point of beginning being distant 100 feet on a course of north 50 degrees 45 minutes west from the northern end of Quassaick Avenue and runs thence along lands of said Caroline Harper Nicoll north 50 degrees 45 minutes west 200 feet; thence at right angles to the last described line south 39 degrees 15 minutes west 170 feet to the center line of a proposed street 40 feet wide; thence along the center line of said proposed street south 50 degrees 45 minutes east 33 feet; thence still along the center line of said proposed street south 18 degrees 48 minutes east 115.55 feet; thence

22 1/2 minutes east 66.29 feet; thence north 39 degrees 15 minutes  
233.93 feet to the place of beginning.

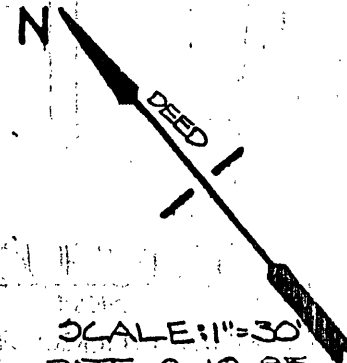
SUBJECT to the right of owners of other premises all  
proposed street to the use thereof for all street purposes of  
southwesterly 20 feet of premises herein described, and to give  
the right to the use of said street in common with said owners  
other premises abutting thereon.

BEING THE SAME PREMISES conveyed by Adeline Favino  
to James F. Favino by Deed dated March 12, 1943, and recorded  
Orange County Clerk's Office on March 13, 1943, in Liber 903  
at Page 220.

ZIMMERMAN ENGINEERING & SURVEYING P.C.

RT 17M, HARRIMAN, N.Y.

JOB NO. 85-196



3.19-B.4-L.51  
N/F TOMASHEVSKI  
L. 1884 P. 828

3.19-B.4-L.50  
N/F BRYANT & MORRISON  
L. 2179 P. 1089

SCALE: 1"=30'  
DATE: 9-19-85

U.P. 350°45'00"E 100.00' I.P.

211.95'

3.19-B.4-L.58  
A=19,116± SF.

DEED

L. 2275  
P. 826

213.79'

3.19-B.4-L.59  
N/F BENNINGER  
L. 2122 P. 1091

3.19-B.4-L.57.1  
N/F FAVINO  
L. 1003 P. 302

N 39°15'00"E

PAVED DRIVE

BRK  
PATIO

HOUSE

16'±

4.1'

13.7'

18.6'

18'±

48'±

48'±

S 44°34'00"W

S 50°32'30"E 200.00'

N 50°32'30"W

80.21'

GRAVEL ROAD

40'  
R.O.W.

ROUTE 94  
JASSAICK AVENUE

CERTIFIED TRUE & CORRECT TO  
WINDSOR COUNSELING GROUP  
ELAINE ZIMMERMAN  
SHARON BELMONT

NY 5 ROUTE 94  
QUASSAICK AVENUE



Louis Heimbach  
County Executive

Rec'd. 2BA  
2/7/86 -

cc: Alan  
Lipman,  
Esq.

Department of Planning  
& Development

124 Main Street  
Goshen, New York 10924  
(914) 294-5151

Peter Garrison, Commissioner  
Richard S. DeTurk, Deputy Commissioner  
Paul Costanzo, Director of Community Development

ORANGE COUNTY DEPARTMENT OF PLANNING & DEVELOPMENT  
239 L, M or N Report

This proposed action is being reviewed as an aid in coordinating such action between and among governmental agencies by bringing pertinent inter-community and Countywide considerations to the attention of the municipal agency having jurisdiction.

D P & D Reference No. NET 18-86M  
County I.D. No. 1914138

Applicant WINDSOR CONSULTING GROUP  
Proposed Action: ZONING INTERPRETATION AND/OR USE VARIANCE FOR PROFESSIONAL OFFICES  
State, County, Inter-Municipal Basis for 239 Review WITHIN 500' OF NY 94

County Effects: Given it is impossible to determine which zone the referenced lot is within we cannot render a decision.  
There does not seem to be a substantiated hardship in this instance to justify the issuance of a use variance. A zone change rather than a use variance is the appropriate means to alter the use of a parcel if such a change is in accordance with the Town's Master Plan.  
We remand it back for local determination.

Related Reviews and Permits N.Y.S. DEPT. OF TRANSPORTATION

County Action: ☐ Approved ☐ Disapproved

Approved subject to the following modifications: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2/1/86  
Date

Peter Garrison  
Commissioner

Pat.

**Legal Notice**

OFFICE OF HEARING  
BEFORE ZONING BOARD  
OF APPEALS  
TOWN OF NEW WINDSOR  
PLEASE TAKE NOTICE that  
the Zoning Board of Appeals of the  
TOWN OF NEW WINDSOR,  
New York will hold a Public  
Hearing pursuant to Section  
48-34A of the Zoning Local Law  
on the following proposition:

Appeal No. 8  
Request of Windsor Counseling  
Group for an interpretation of the  
Zoning Ordinance so as to deter-  
mine the zoning district within  
which Section 19, Block 4, Lot 58  
lies. Alternatively, for a variance  
of Section 48-8 Table of Use  
Regulations, Column A, to allow  
professional offices in a R-4 zone.  
SAID HEARING will take  
place on the 14th day of July  
1986, at the New Windsor Town  
Hall, 555 Union Avenue, New  
Windsor, New York, beginning at  
7:30 o'clock P.M.

JACK BABCOCK  
Chairman  
By: Patricia Delio, Secretary

State of New York

County of Orange, ss:

Everett W. Smith, being duly sworn

disposes and says that he is

Publisher of the E.W. Smith

Publishing Company, Inc. publisher

of The Sentinel, a weekly newspaper

published and of general circulation

in the Town of New Windsor, and that

the notice of which the annexed is

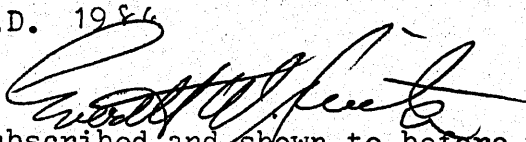
a true copy was published ONCE

in said newspaper, commencing on

the 19<sup>th</sup> day of June A.D., 1986

and ending on the 19<sup>th</sup> day of June

A.D. 1986

  
Subscribed and shown to before me

this 11<sup>th</sup> day of Aug., 1986

Patricia Delio  
Notary Public of the State of New York  
County of Orange.

My commission expires 3/31/87

PATRICIA DELIO  
NOTARY PUBLIC, State of New York  
No. 5970775  
Qualified in Orange County  
Commission Expires March 30, 1987.





1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK

39

June 13, 1986

Mr. Alan Lipman  
PO Box 60  
Goshen NY 10924

RE: 19-4-58 Windsor Counseling Group

Dear Mr. Lipman:

According to my records, the following list of property owners are within five hundred (500) feet of the above mentioned property.

The charge for this service is \$55.00. Please remit the same to the Town Clerk, Town of New Windsor.

Very truly yours,

CHRISTIAN E. JAHRLING, IAO  
SOLE ASSESSOR

CEJ/jk  
enc



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK

Nugent James E Jr  
& Kathleen J  
13 St Joseph Pl  
New Windsor NY 12550

Favino Florence  
c/o Patricia Caserto  
Felicello Dr  
Marlboro NY 12542

Benninger George W  
& Barbara F  
188 Quassaick Ave  
New Windsor NY 12550

Di Stefano Lynn  
Sweeney Tracy  
& Farina Stephanie  
& Kim  
c/o Julianna Farina  
350 N Water St  
Newburgh NY 12550

Farina Julianne  
c/o A Guerra  
196 Quassaick Ave  
New Windsor NY 12550

O'Mara James J  
& Mary M  
198 Quassaick Ave  
New Windsor NY 12550

VSH Realty Inc  
777 Dedham St  
Canton Mass 02021

Glyttov Evald  
& Ingrid  
106 Union Ave  
New Windsor NY 12550

Da Silva Gregory J  
108 Union Ave  
New Windsor NY 12550

Bloomer Frank A  
& McMurtrie Stephanie L  
110 Union Ave  
New Windsor NY 12550

Pacenza Thomas J  
& Carolyn  
114 Union Ave  
New Windsor NY 12550

The Church of St Francis Asissi  
145 Benkard Ave  
Newburgh NY 12550

Union Free School District  
of Windsor NY  
Quassaick Ave  
New Windsor NY 12550

Embler Myron S Jr  
& Marion K  
191 Quassaick Ave  
New Windsor NY 12550

Blair John T Jr  
& Gail  
193 Quassaick Ave  
New Windsor NY 12550



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK

DiCarrado Thomas  
& Connie  
Virga Frank  
& Angela  
Angola Rd  
Cornwall NY 12518

Rotundo Louis  
& Rose  
26 Stonecrest Dr  
New Windsor NY 12550

Cook Harold  
& Ramona  
47 Clintonwood Dr  
New Windsor NY 12550

Feitler David  
& Suzanna  
49 Clintonwood Dr  
New Windsor NY 12550

Stefanizzi Umberto  
& Teresi  
51 Clintonwood Dr  
New Windsor NY 12550

Formato James R  
& Sharon  
53 Clintonwood Dr  
New Windsor NY 12550

Weisblatt Phyllis  
8 Doral Dr  
New Windsor NY 12550

Parson Reginald S  
& Sandra L  
9 Doral Dr  
New Windsor NY 12550

Poper Thomas C  
& Linda G  
10 Doral Dr  
New Windsor NY 12550

Rich John W  
& Louise M  
11 Doral Dr  
New Windsor NY 12550

Circhio Vincent T  
& Christine R  
180 Quassaick Ave  
New Windsor NY 12550

Navarra Rose C  
1 Doral Dr  
New Windsor NY 12550

Bryant Elouise  
& Morrison Alice Brunson  
2 Doral Dr  
New Windsor NY 12550

Tomashevski Richard F  
& Patricia A  
4 Doral Dr  
New Windsor NY 12550

Moore A Catherine  
c/o Mrs Plumstead  
6 Doral Dr  
New Windsor NY 12550

Keeler William F  
& Eileen  
192 Quassaick Ave  
New Windsor NY 12550



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK

Hough Dean  
HQ-USAREUR- 7th  
OAG Box 1377  
APO New York 09403

Weightman Albert D  
& Alice E  
197 Quassaick Ave  
New Windsor NY 12550

Lombardo Thomas  
& Twang Janet L  
8 Treehaven Lane  
New Windsor NY 12550

Ferraiolo John  
& Antoinette  
4 Tree Haven Lane  
New Windsor NY 12550

Slavin Hyman  
& Renee L  
69 Silver Spring Rd  
New Windsor NY 12550

Papazian Armen  
& Helen  
67 Silver Spring Rd  
New Windsor NY 12550

Travis Joseph A  
& Mary F  
205 Quassaick Ave  
New Windsor NY 12550

Capicchioni Paul P  
& Jill A  
PO Box 4290  
New Windsor NY 12550

INTER-OFFICE CORRESPONDENCE

TO: TOWN PLANNING BOARD  
TOWN BUILDING/ZONING INSPECTOR BABCOCK

FROM: ZONING BOARD OF APPEALS

SUBJECT: PUBLIC HEARING BEFORE THE ZBA - 8/11/86

DATE: July 31, 1986

Please be advised that the following public hearings will be heard before the Zoning Board of Appeals on the above date:

WINDSOR COUNSELING GROUP - Interpretation  
(adjourned from 7/14/86)

SCHIAVONE, JOSEPH - Area variances;

KAHN, BERNARD - Area variances;

HORRACE, GREG/CANARY - Area variances;

HARRIS, BRYANT - Area variance;

MYHED CORP./SMITH, EVERETT & MARY - Use/Sign variance.

I have attached hereto copies of the pertinent applications (except Windsor Counseling Group which was previously submitted), together with public hearing notices which were published in The Sentinel.

Patricia Delio, Secretary  
Zoning Board of Appeals

/pd

Attachments

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

# 86-8

Date: June 6, 1986

I. ✓ Applicant Information:

- (a) The Windsor Counseling Group,  
196 Quassaick Avenue, New Windsor, NY 12550 565-6888  
(Name, address and phone of Applicant) (Owner)
- (b) \_\_\_\_\_  
(Name, address and phone of purchaser or lessee)
- (c) Alan S. Lipman, P.O. Box 60, Goshen, NY 10924 914-294-7944  
(Name, address and phone of attorney)
- (d) \_\_\_\_\_  
(Name, address and phone of broker)

II. Application type:

- ☒ Use Variance As Alternative Relief ☐ Sign Variance
- ☐ Area Variance ☐ Special Permit
- ☒ Interpretation of Zoning Map

III. ✓ Property Information:

- (a) NC 196 Quassaick Avenue 19-4-58 19,116± sq. ft.  
New Windsor, NY 12550  
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? R-4
- (c) Is a pending sale or lease subject to ZBA approval of this application? NO
- (d) When was property purchased by present owner? 1985
- (e) Has property been subdivided previously? NO When? \_\_\_\_\_
- (f) Has property been subject of variance or special permit previously? NO When? \_\_\_\_\_
- (g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? YES
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: NO

IV. ✓ Use Variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section 48-8, Table of Use Regs., Col. A, to allow:  
(Describe proposal) Professional Offices.

- (b) The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

Prior to entering into contract to purchase these premises, the applicant investigated the Zoning Map and Zoning Ordinance, discovering that a portion of the premises was exclusively in the NC zone and that of the balance, more than one-half was in the NC zone and less than one-half was in the R-4 zone. Upon that discovery, applicant conferred with the Town Engineer for New Windsor who confirmed the property as zoned NC. \*

V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

Requirements	Proposed or Available	Variance Request
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd. /	/	/
Reqd. Rear Yd.		
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* %	%	%
Floor Area Ratio**		

\* Residential Districts only

\*\* Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

	Requirements	Proposed or Available	Variance Request
Sign 1			
Sign 2			
Sign 3			
Sign 4			
Sign 5			
Total	sq.ft.	sq.ft.	sq.ft.

\*The applicant would not have acquired the premises unless they were zoned NC as their purpose was to establish professional offices on the site.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

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- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

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VII. Special Permit:

- (a) Special Permit requested under New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.
- (b) Describe in detail the use and structures proposed for the special permit.

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VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

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IX. Attachments required:

- ☒ Copy of letter of referral from Bldg./Zoning Inspector.
- ☒ Copy of tax map showing adjacent properties.
- ☒ N/A Copy of contract of sale, lease or franchise agreement.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ☒ Copy(ies) of sign(s) with dimensions.
- ☒ Check in the amount of \$ 50.00 payable to TOWN OF NEW WINDSOR.
- ☒ Photos of existing premises which show all present signs and landscaping.



X. AFFIDAVIT

Date June 10, 1986

STATE OF NEW YORK )  
COUNTY OF ORANGE ) SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

THE WINDSOR COUNSELING GROUP

By: Elaine Zimmerman  
(Applicant)

Sworn to before me this

11th day of June, 19 86.

Margaret Andryshak

MARGARET ANDRYSHAK  
Notary Public, State of New York  
Qualified in Orange County  
Commission Expires March 30, 1988 11/30/88

XI. ZBA Action:

(a) Public Hearing date \_\_\_\_\_.

(b) Variance is \_\_\_\_\_.

Special Permit is \_\_\_\_\_.

(c) Conditions and safeguards: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A FORMAL DECISION WILL FOLLOW  
WHICH WILL BE ADOPTED BY  
RESOLUTION OF ZONING BOARD OF APPEALS.

7/14/86

# Public Hearing - The Windsor Counseling Group

Name:

Address:

TOM LOMBARDO 8 TREE HAVEN LN.

Dean Hough

rep by Normane

Marilyn Zukowsky 195 Quassack Ave.

Ronald Navarra 1 Moral Drive

Vincent T. Circio 180 Quassack Ave.

William Keefer 192 Quassack Ave.

Kathleen Nugent 194 Quassack Ave.

TOWN OF NEW WINDSOR  
ORANGE COUNTY, NEW YORK

106

TO: New Windsor Counseling Service Thomas Zimmerman  
(name)

Route 94  
(Address)

New Windsor New York  
(Town/State)

YOU ARE HEREBY NOTIFIED to appear personally in the Town Court of the Town of New Windsor located at 555 Union Avenue, New Windsor, New York on the 17 day of JUNE 1986 at 4:00 PM o'clock in the fore/after noon to answer a charge of No Building Permit - No Site Plans  
(specify name of charge)

No Commercial Building Allowed  
14 R-4 Zone in violation of Section \_\_\_\_\_ Subdivision \_\_\_\_\_ of R-4

Table of Use Regulations  
(specify full name of ordinance or local law)

of the Town of New Windsor and/or NY  
(specify state statute)

' an offense.

Done in  
March 26<sup>th</sup>

UPON YOUR FAILURE TO APPEAR AS ABOVE DIRECTED, A WARRANT MAY BE ISSUED FOR YOUR ARREST.

Issued on this 3rd day of MARCH 1986.

John Zimmerman Acting Town Clerk  
Name of Issuer Title  
PINK - FILE YELLOW - RECIPIENT

DISTRIBUTION: WHITE - COURT

STATE OF NEW YORK : COUNTY OF ORANGE  
Justice COURT Town OF New Windsor

The People of the State of New York  
against

Information

MRS. ZIMMERMAN  
New Windsor Counseling Service Defendant

Working

, residing at  
555 Union Ave - New Windsor, New York 12550, by this information makes  
written accusation as follows:

That MRS ZIMMERMAN - New Windsor Counseling Service, on the 3rd  
day of March, 19 86, at Route 94 199,  
(Location)  
in the Town of New Windsor,  
County of ORANGE, New York, did

commit the offense of No Building Permit - No Site Plan - IN R-4 Zone No Commercial  
Building Allowed, a (misdemeanor) (violation) in violation of Section \_\_\_\_\_

Zoning  
of the Code of Town of New Windsor Law of the State of New York, in that (s)he did, at the aforesaid time and place\*

Count One: No Building Permit - No Site Plan - No Commercial Building Allowed IN  
R. 4 Zone.

The facts upon which this information is based are as follows: Table of Use Regulations

Hold Till Zoning Hearing

LAW OFFICES  
FABRICANT, LIPMAN & STERN  
ONE HARRIMAN SQUARE  
POST OFFICE BOX 60  
GOSHEN, NEW YORK 10924

Rec'd. ZBA -  
6/16/86 -

HERBERT J. FABRICANT  
ALAN S. LIPMAN  
MARK D. STERN

914-294-7944

June 13, 1986

Patricia Delio, Secretary  
New Windsor Zoning Board of Appeals  
555 Union Avenue  
New Windsor, New York 12550


Re: Windsor Counseling Group

Dear Ms. Delio:

In connection with the captioned matter, I enclose to you herewith three copies of the application of the Windsor Counseling Group for an interpretation of the zoning ordinance and alternatively, for a variance, together with the notice of public hearing and their check in the amount of \$50.00, representing the application fee.

Upon receipt of the enclosures please advise me of the time and date at which this hearing will be scheduled and I will arrange for the proper publication and the mailing of notices.

Very truly yours,

  
ALAN S. LIPMAN

ASL:ma.  
Enclosures

PUBLIC NOTICE OF HEARING BEFORE  
ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following proposition:

Appeal No. 8

Request of Windsor Counseling Group for an interpretation of the Zoning Ordinance so as to determine the zoning district within which Section 19, Block 4, Lot 58 lies. Alternatively, for a variance of Section 48-8 Table of Use Regulations, Column A, to allow professional offices in a R-4 zone.

SAID HEARING will take place on the 14th day of July, 1986, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York, beginning at 7:30 o'clock P.M.

JACK BABCOCK  
\_\_\_\_\_  
Chairman

LAW OFFICES  
FABRICANT, LIPMAN & STERN  
ONE HARRIMAN SQUARE  
POST OFFICE BOX 60  
GOSHEN, NEW YORK 10924

*Receive &  
File.*

HERBERT J. FABRICANT  
ALAN S. LIPMAN  
MARK D. STERN

914-294-7944

July 14, 1986

Zoning Board of Appeals  
Town of New Windsor  
555 Union Avenue  
New Windsor, New York 12550

Attention: Jack Babcock, Chairman

Re: Windsor Counseling Group

Dear Mr. Babcock:

Following our last appearance of several months ago, I have endeavored on a regular basis to make contact with Manuel S. Emanuel, the gentlemen who prepared for the Town of New Windsor the zoning map which is the subject of the captioned application.

I was unable to reach Mr. Emanuel and to speak with him until about two weeks ago. At that time, although he was prepared to address the issue raised by this application, he was and remains unable to attend the hearing this evening at 7:30 p.m. He has a conflict in another county and when I learned that I called your secretary, Mrs. Delio to request an adjournment of the hearing to the next regular meeting night of your Board, which, as I understand, August 11, 1986. Because the only issue on the question of interpretation is the zoning classification for this property, Mr. Emanuel's testimony is essential and no purpose would be served in opening the hearing and then adjourning it.

I also see no point in my appearing before your Board this evening exclusively for the purpose of requesting an adjournment. My clients should be in a position to present this letter to you and to make this simple request.

Procedurally, it is my understanding that so long as the adjournment of this hearing is announced publically at the time and place the original hearing is scheduled for, that no additional advertisement or publication requirements should be necessary. At least that is the procedure followed by all other Zoning Boards of Appeals before whom I regularly appear or which I represent myself.

FABRICANT, LIPMAN & STERN

Zoning Board of Appeals

- 2 -

July 14, 1986

Therefore, I will appreciate it if upon your receipt and review of this letter, you will reschedule this matter for August 11, 1986, at 7:30 p.m.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'A. S. Lipman', with a stylized flourish at the end.

ALAN S. LIPMAN

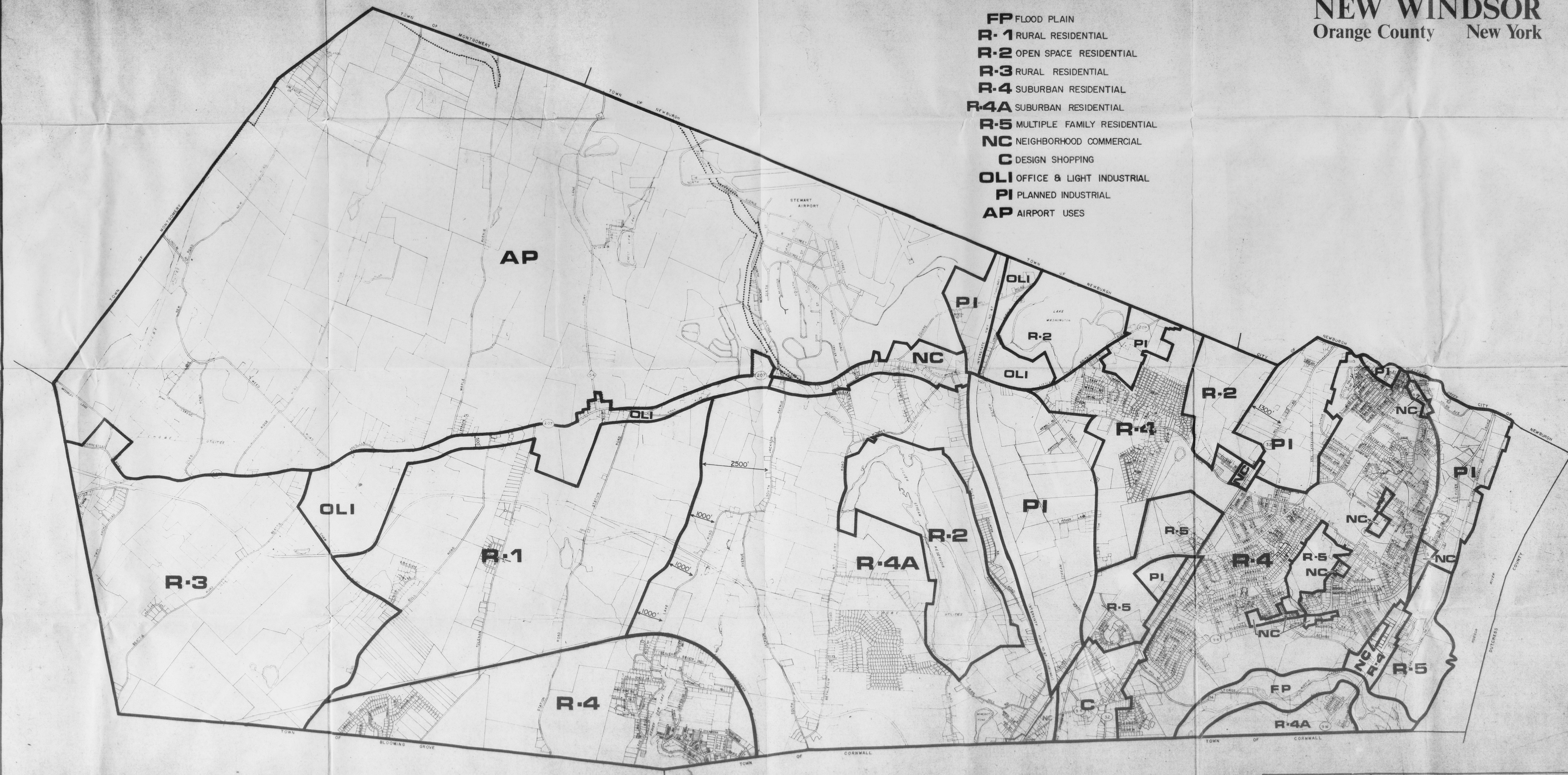
ASL:ma.



# ZONING

## AP AIRPORT USES

**Town of**  
**NEW WINDSOR**  
Orange County New York

[illegible]

REVISIONS AFTER 1/78 by: OFFICE OF THE TOWN ENGINEER  
555 UNION AVE. NEW WINDSOR, N.Y.



Base map drawn 4/71 by Orange County Department of Planning  
Revised 6/74 by Emanuel S. Emanuel Associates, Inc. Community Planning Consultants